



Post Office Box 9010 Addison, Texas
75001-9010
5300 Belt Line Road
(972) 450-7000 Fax: (972) 450-7043

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

AND / OR

WORK SESSION OF THE CITY COUNCIL

6:00 PM

FEBRUARY 26, 2013

TOWN HALL

ADDISON TOWN HALL, 5300 BELT LINE, DALLAS, TX 75254

WORK SESSION

<u>Item</u> <u>#WS1</u> -	Discussion and update regarding the Addison Community Partners Bureau.
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<u>Item</u> <u>#WS2</u> -	Discussion regarding consultant or advisor to provide real property services to the Town.
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<u>Item</u> <u>#WS3</u> -	Discussion of a naming opportunity for the Arapaho Road Bridge.
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REGULAR MEETING

Pledge of Allegiance

Item #R1- Announcements and Acknowledgements regarding Town and Council Events and Activities

Introduction of Employees

Discussion of Events/Meetings

Item #R2- Consent Agenda.

#2a- Approval of Minutes for the February 12, 2013 Regular Council Meeting.

#2b- Acceptance of the Town of Addison 2012 Racial Profiling report.

#2c- Approval of a resolution authorizing the Town to designate representatives who can transact business with the TexPool local government investment pool.

#2d- Approval of a resolution approving and authorizing the City Manager to enter into an interlocal agreement with the City of Garland, Texas for cooperative procurement/purchasing opportunities.

Item #R3 Presentation and discussion regarding the Town's policy of naming Town facilities and locations, including Town parks, trails, buildings, and other facilities.

Attachment(s):

1. Town of Addison's Naming Policy
-

- Item #R4 Presentation, discussion and consideration of approval of a
- Festival Consulting Agreement with the World Affairs Council of Dallas/Fort Worth (WAC) in the amount of \$50,000 for 2013 WorldFest: Spotlight China, subject to the final review and approval of the City Attorney and City Manager.

Attachment(s):

1. World Affairs Council - World Fest Contract

Recommendation:

Staff recommends approval.

-
- Item #R5 Presentation, discussion and consideration of approval of a
- contract with Tiburon Inc. to provide a hosted SaaS (Software as a Service) system called "DispatchNow" in a secure Cloud Computing environment to replace the existing Computer Aided Dispatch (CAD) system, FRMS (Fire Reporting System) and PRMS (Police Reporting System), and of approval of approval of an Ordinance amending the budget for the fiscal year ending September 30, 2013 to accommodate payment of the same.

Attachment(s):

1. Contract

Recommendation:

Staff recommends that the Council authorize the City Manager to enter into a contract with Tiburon Inc. to provide Secure Cloud Computing system called "DispatchNow" in the amount of \$370,713 subject to the City Attorney's final approval.

-
- Item #R6 Presentation, discussion and consideration of approval of a
- contract with the Active Network for providing Cloud based

SaaS (Software as a Service) Activity and Participant Management solutions to the Town.

Attachment(s):

1. Exhibit
2. Contract

Recommendation:

Staff recommends that the Council authorize the City Manager to enter into a contract with the Active Network for providing Cloud based SaaS (Software as a Service) Activity and Participant Management solutions to the town in the amount of \$14,605 subject to the City Attorney's final approval.

Item #R7 Presentation, discussion and consideration of approval of a contract with Convergent Technologies, ES for the purchase and installation of two separate Video Monitoring Camera Systems at the Addison Athletic Club and the Addison Circle Park.

Attachment(s):

1. Cost for Athletic Club System
2. Cost for Addison Circle Park System
3. Cost for Kiosks at the Addison Circle Park
4. Contract

Recommendation:

Staff recommends that the Council authorize the City Manager to enter into a contract with Convergent Technologies, ES for the purchase, and installation of two (2) separate Video Camera Monitoring Systems at the Athletic Club and the Addison Circle Park in the amount of

\$220,909.77 subject to the City Attorney's final approval

-
- Item #R8 Presentation, discussion and consideration of approval of a
- contract with Emergency Communications Network, LLC.
to provide on-demand Multi-Media Emergency Community
Notification Services to the town.

Attachment(s):

1. Contract
2. CodeRED Integration to Weather System

Recommendation:

Staff recommends that the Council authorize the City Manager to enter into a contract with Emergency Communications Network, LLC. to provide Emergency Community Notification Services in the amount of \$9,697 subject to the City Attorney's final approval.

-
- Item #R9 Presentation, discussion and consideration of approval of a
- contract with Acoustic Technology Inc. (ATI) to provide
integration services to the CodeRED system (emergency
notification).

Attachment(s):

1. Contract
2. Cost
3. SCOPE

Recommendation:

Staff recommends that the Council authorize the City Manager to enter into a contract with Acoustic Technology Inc. (ATI) to provide integration services to CodeRED system in the amount of \$22,112 subject to the City Attorney's final approval.

Item
#R10 - Presentation, discussion, and consideration of approval of an award of bid to Johnson Controls, Inc., for the purchase and installation of a heating, Ventilating, Air-Conditioning (HVAC) System for the Addison Conference and Theatre Centre, and approval of an Ordinance amending the budget for the fiscal year ending September 30, 2013 to accommodate payment of the same.

Attachment(s):

1. Cover Memo
2. Shackelford Recommendation Letter
3. Budget Amendment Ordinance

Recommendation:

Staff recommends approval.

Item
#R11 - Presentation, discussion, and consideration of approval authorizing the City Manager to enter into agreement with Halff Associates, Inc. in an amount not to exceed \$2,352,232.42 to provide Design and Professional Services for the Belt Line improvements, which include the relocation of above ground utilities to below ground, pedestrian and ADA accessibility improvements, and roadway and streetscape improvements.

Attachment(s):

1. BeltLine recommendation
2. BeltLine Fee Detail

Recommendation:

Staff recommends approval.

Item
#R12 - Presentation, discussion, and consideration of approval authorizing the City Manager to enter into a contract with Legacy Contracting, L.P., dba Control Specialist Services, L.P. for annual maintenance of the Celestial and Surveyor Pump Stations and Kellway Lift Station in an amount not to exceed \$140,724.67.

Attachment(s):

1. Pump Maintenance Recommendation letter
2. Pump Maintenance Fee summary

Recommendation:

Recommend approval.

Item
#ES1 - Closed (executive) session of the City Council, pursuant to Section 551.071 of the Texas Government Code, to conduct a private consultation with its attorney(s) to seek the advice of its attorney(s) regarding certain pending litigation, to wit: *Town of Addison, Texas v. North Texas Contracting, Inc.*, Cause No. 12-6525-C, 68th Judicial District Court, Dallas County, Texas.

Item
#ES2 - Closed (Executive) session of the Addison City Council pursuant to Section 551.074, Texas Government Code, to deliberate the evaluation of the City Manager.

Item
#R13 - Discussion and consideration of any action regarding certain pending litigation, to wit: *Town of Addison, Texas v. North Texas Contracting, Inc.*, Cause No. 12-6525-C, 68th Judicial District Court, Dallas County, Texas.

Adjourn Meeting

Posted:

Chris Terry 2/22/13 5:00pm

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS
WITH DISABILITIES. PLEASE CALL (972) 450-2819 AT LEAST
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

Council Agenda Item: #WS1

AGENDA CAPTION:

Discussion and update regarding the Addison Community Partners Bureau.

FINANCIAL IMPACT:

N/A

BACKGROUND:

Council Members Chris DeFrancisco and Margie Gunther met with the Community Partners Bureau on Thursday, February 7. This item is intended as a discussion and update regarding what took place at that meeting, as well as future direction of the committee.

RECOMMENDATION:

COUNCIL GOALS:

Enhance sense of community for all stakeholders/Expand Volunteer Opportunities, Establish a Non-profit Funding Strategy

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #WS2

AGENDA CAPTION:

Discussion regarding consultant or advisor to provide real property services to the Town.

FINANCIAL IMPACT:

N/A

BACKGROUND:

This item will be a discussion regarding the potential use of a real estate broker for Town owned real property.

RECOMMENDATION:

N/A

COUNCIL GOALS:

Mindful Stewardship of Town Resources, Create and Implement a strategy for Town Owned Real Estate

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #WS3

AGENDA CAPTION:

Discussion of a naming opportunity for the Arapaho Road Bridge.

FINANCIAL IMPACT:

N/A

BACKGROUND:

Purpose of the item is to discuss possible naming opportunities for the Arapaho Road Bridge, potentially involving former Addison Mayor Scott Wheeler.

RECOMMENDATION:

COUNCIL GOALS:

Maintain and enhance our unique culture of creativity and innovation, Brand Protection and Enhancement

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: # R 2a

AGENDA CAPTION:

Approval of Minutes for the February 12, 2013 Regular Council Meeting.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

 [February 12 Minutes](#)

Type:

Backup Material

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL WORK SESSION

February 12, 2013

6:00 PM - Town Hall

Addison Town Hall, 5300 Belt Line, Dallas, TX 75254

Upstairs Conference Room

Council Members Present:

Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Absent:

None

Work Session

Item #WS1 - Discussion regarding philosophy on restaurant inspections.

Item #WS2 - Discussion regarding communications equipment and Town-wide wireless network infrastructure, including the possible impact of the FirstNet "First Responder Network Authority."

Mayor-Todd Meier

Attest:

City Secretary-Chris Terry

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL REGULAR MEETING

February 12, 2013

6:00 PM - Town Hall

Addison Town Hall, 5300 Belt Line, Dallas, TX 75254

Chris Terry, 2/8/2013, 5:00 PM

Council Members Present:

Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Absent:

None

REGULAR MEETING

Item #R1 - Announcements and Acknowledgements regarding Town and Council Events and Activities

Item #R2 - Consent Agenda

#2a - Approval of Minutes for the January 22, 2013 Regular Council Meeting.

A motion to Approve was made by Council Member Blake Clemens.

The motion was seconded by Council Member Neil Resnik.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Voting Nay: None

#2b - Consideration of a resolution authorizing the City Manager to enter into a Federal Aviation Administration Grant Agreement administered by the Texas Department of Transportation, to make airport improvements.

A motion to Approve was made by Council Member Blake Clemens.
The motion was seconded by Council Member Neil Resnik.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Voting Nay: None

#2c - Approval of an ordinance calling for a general municipal election to be held on May 11, 2013 for the purpose of electing one (1) Mayor for a two (2) year term and three (3) Council Members for two (2) year terms each. (Aprobacion de una ordenanza que pide una eleccion municipal general ser creida el 11 de mayo de 2013 para eleccion de uno (1) alcalde por dos (2) anos y tres (3) miembros de Consejo por dos (2) anos cada uno).

A motion to Approve was made by Council Member Blake Clemens.
The motion was seconded by Council Member Neil Resnik.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Voting Nay: None

#2d - Approval of a joint election agreement in an amount not to exceed \$25,000 with Dallas County to conduct Addison's Municipal Election on May 11, 2013. (Aprobación de una resolución para entrar en un acuerdo de elección conjunta por una cantidad a no excederse \$25,000 con el Condado de Dallas para llevar a cabo las elecciones municipales de Addison el 11 de Mayo de 2013.

Item #R3 - PUBLIC HEARING Case 1662-SUP/Presence Church Addison, Inc. Public hearing, discussion, and consideration of

approval of an ordinance changing the zoning on property located at 15350 Addison Road, which is currently zoned Planned Development (PD 084-103) by approving for that property a Special Use Permit for an institution of a religious, educational or philanthropic nature in any district, on application from Presence Church Addison, Inc., represented by Mr. Steven Kirlin. COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on January 24, 2013, voted to approve the request for approval of an ordinance approving a Special Use Permit for an institution of a religious, educational or philanthropic nature in any district, located at 15350 Addison Road, subject to no conditions. Voting Aye: Doherty, Groce, Hewitt, Hughes, Stockard, Wheeler Voting Nay: none Absent: Oliver

Stephen Kirlin, representing Presence Church spoke.

A motion to Approve was made by Council Member Neil Resnik.

The motion was seconded by Council Member Margie Gunther.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Voting Nay: None

Item #R4 - PUBLIC HEARING Case 1663-SUP/LaZaranda Mexican Restaurant. Public hearing, discussion, and consideration of approval of an ordinance amending the Special Use Permit Ordinance for La Zaranda Mexican Restaurant, located at 5000 Belt Line Road, Suite 850, that being Ordinance 011-006, Section 2, Paragraph 9, in order to delete a Special Condition prohibiting the use of any terms (such as "bar", "tavern", etc.) or graphic depictions which relate to alcoholic beverages in any exterior signs, on application from La Zaranda Mexican Restaurant, represented by Mr. Mario Letayf. COMMISSION FINDINGS: The Addison Planning and Zoning Commission, meeting in regular session on January 24, 2013, voted to approve the request to amend Ordinance 011-006, Section 2,

Paragraph 9, in order to delete a Special Condition prohibiting the use of any terms (such as "bar", & "tavern", etc.) or graphic depictions which relate to alcoholic beverages in any exterior signs, subject to no conditions. Voting Aye: Doherty, Groce, Hewitt, Hughes, Stockard, Wheeler Voting Nay: none Absent: Oliver

Mario Letayf, representing LaZaranda Mexican Restaurant presented. Public Hearing - Mabel Matthew, 3920 Traw St., Dallas, TX 75204 spoke. Ray Dake, 10920 Sutzer Avenue, Dallas, TX 75238 also spoke.

A motion to Approve was made by Council Member Chris DeFrancisco.

The motion was seconded by Council Member Neil Resnik.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Voting Nay: None

Item #R5 - Presentation, discussion, and consideration of approval of a Resolution approving revised Chapter 380 Economic Development Program Policies and Procedures.

A motion to Approve was made by Council Member Blake Clemens.

The motion was seconded by Council Member Chris DeFrancisco.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Voting Nay: None

Item #R6 - Discussion regarding the Town of Addison 60th Anniversary Committee.

Mayor-Todd Meier

Attest:

City Secretary-Chris Terry

Council Agenda Item: # R 2d

AGENDA CAPTION:

Acceptance of the Town of Addison 2012 Racial Profiling report.

FINANCIAL IMPACT:

N/A

BACKGROUND:

Article 2.132 (7) of the Texas Code of Criminal Procedure requires the annual reporting to the local governing body of data collected on the race or ethnicity of individuals stopped and issued citations or arrested for traffic violations and whether or not those individuals were searched.

The department submitted its data to the University of North Texas, Professional Development Institute, for analysis and review to assist the City Council in reviewing the data. The report presented verifies the Addison Police Department is in full compliance with all rules and regulations pertaining to racial profiling prevention, data collection and reporting.

RECOMMENDATION:

N/A

COUNCIL GOALS:

Enhance Public Safety

ATTACHMENTS:

Description:

📎 [2012 Racial Profiling Report](#)

Type:

Backup Material



ADDISON POLICE DEPARTMENT

2012

RACIAL PROFILING ANALYSIS

PREPARED BY:

Eric J. Fritsch, Ph.D.
Chad R. Trulson, Ph.D.

Executive Summary

Article 2.132 (7) of the Texas Code of Criminal Procedure requires the annual reporting to the local governing body of data collected on the race or ethnicity of individuals stopped and issued citations or arrested for traffic violations and whether or not those individuals were searched. Since the law provides no clear instruction to a governing body on how to review such data, the Addison Police Department requested this analysis and review to assist the City Council in reviewing the data.

The analysis of material and data from the Addison Police Department revealed the following:

- **A COMPREHENSIVE REVIEW OF THE ADDISON POLICE DEPARTMENT REGULATIONS, SPECIFICALLY DEPARTMENTAL POLICY TBBP: 2.01.1 Sections 326-334 OUTLINING THE DEPARTMENT'S POLICY CONCERNING RACIAL PROFILING, SHOWS THAT THE ADDISON POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH ARTICLE 2.132 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.**
- **A REVIEW OF THE INFORMATION PRESENTED AND SUPPORTING DOCUMENTATION REVEALS THAT THE ADDISON POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH TEXAS LAW ON TRAINING AND EDUCATION REGARDING RACIAL PROFILING.**
- **A REVIEW OF THE DOCUMENTATION PRODUCED BY THE DEPARTMENT IN BOTH PRINT AND ELECTRONIC FORM REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE RACIAL PROFILING COMPLAINT PROCESS AND PUBLIC EDUCATION ABOUT THE COMPLAINT PROCESS.**
- **ANALYSIS OF THE DATA REVEALS THAT THE DEPARTMENT IS IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE COLLECTION OF RACIAL PROFILING DATA.**
- **THE ANALYSIS OF STATISTICAL INFORMATION FROM ADDISON POLICE DEPARTMENT REVEALS THAT THERE ARE NO METHODOLOGICALLY CONCLUSIVE INDICATIONS OF SYSTEMIC RACIAL PROFILING BY THE DEPARTMENT.**
- **THE ADDISON POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW CONCERNING THE PROHIBITION OF RACIAL PROFILING.**
- **THE ADDISON POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW CONCERNING THE REPORTING OF INFORMATION TO TCLEOSE.**

Introduction

This report details an analysis of the Addison Police Department's policies, training, and statistical information on racial profiling for the year 2012. This report has been prepared to specifically comply with Article 2.132 of the Texas Code of Criminal Procedure (CCP) regarding the compilation and analysis of racial profiling data. Specifically, the analysis will address Articles 2.131 – 2.135 of the CCP and make a determination of the level of compliance with those articles by the Addison Police Department in 2012. The full copies of the applicable laws and regulations pertaining to this report are contained in Appendix A.

This report is divided into six analytical sections: Addison Police Department's policy on racial profiling; Addison Police Department's training and education on racial profiling; Addison Police Department's complaint process and public education on racial profiling; analysis of statistical data on racial profiling; analysis of Addison Police Department's compliance with applicable laws on racial profiling; and a final section which includes completed data and information reporting forms required to be sent to TCLEOSE beginning in 2011.

For the purposes of this report and analysis, the following definition of racial profiling is used: racial profiling means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity (Texas CCP Article 3.05).

Addison Police Department Policy on Racial Profiling

A review of Addison Police Department Policy TBBP: 2.01.1 Sections 326-334 revealed that the department has adopted policies to be in compliance with Article 2.132 of the Texas CCP (see Appendix B). There are seven specific requirements mandated by Article 2.132 that a law enforcement agency must address. All seven are clearly covered in Departmental Policy TBBP: 2.01.1 Sections 326-334. Addison Police Department regulations provide clear direction that any form of racial profiling is prohibited and that officers found engaging in inappropriate profiling may be disciplined up to and including dismissal. The regulations also provide a very clear statement of the agency's philosophy regarding equal treatment of all persons regardless of race or ethnicity. Appendix C lists the applicable statute and corresponding Addison Police Department regulation.

A COMPREHENSIVE REVIEW OF ADDISON POLICE DEPARTMENT POLICY TBBP: 2.01.1 Sections 326-334 SHOWS THAT THE ADDISON POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH ARTICLE 2.132 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.

Addison Police Department Training and Education on Racial Profiling

Texas Occupation Code § 1701.253 and § 1701.402 require that curriculum be established and training certificates issued on racial profiling for all Texas Peace officers. Documentation provided by Addison Police Department reveals that racial profiling training and certification did occur in 2012 and was provided to all officers requiring such training.

A REVIEW OF THE INFORMATION PRESENTED AND SUPPORTING DOCUMENTATION REVEALS THAT THE ADDISON POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH TEXAS LAW ON TRAINING AND EDUCATION REGARDING RACIAL PROFILING.

Addison Police Department Complaint Process and Public Education on Racial Profiling

Article 2.132 §(b)3-4 of the Texas Code of Criminal Procedure requires that law enforcement agencies implement a complaint process on racial profiling and that the agency provide public education on the complaint process. Addison Police Department Policy TBBP: 2.01.1 Sections 328.06 and 332.01-04 cover this requirement. Moreover, the department maintains an easily accessible website address concerning racial profiling education and information on the racial profiling complaint process (http://www.addisontx.gov/Departments/police/police_welcome.asp) including how to file a complaint.

A REVIEW OF THE DOCUMENTATION PRODUCED BY THE DEPARTMENT IN BOTH PRINT AND ELECTRONIC FORM REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE RACIAL PROFILING COMPLAINT PROCESS AND PUBLIC EDUCATION ABOUT THE COMPLAINT PROCESS.

Addison Police Department Statistical Data on Racial Profiling

Article 2.132(b) 6 requires that law enforcement agencies collect statistical information on traffic stops in which a citation is issued and arrests with specific information on the race of the person cited. In addition, information concerning searches of persons and whether or not the search was based on consent is also required to be collected. Addison Police Department submitted statistical information on all citations in 2012 and accompanying information on the race of the person cited. Accompanying this data was the relevant information on searches.

ANALYSIS OF THE DATA REVEALS THAT THE DEPARTMENT IS IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE COLLECTION OF RACIAL PROFILING DATA.

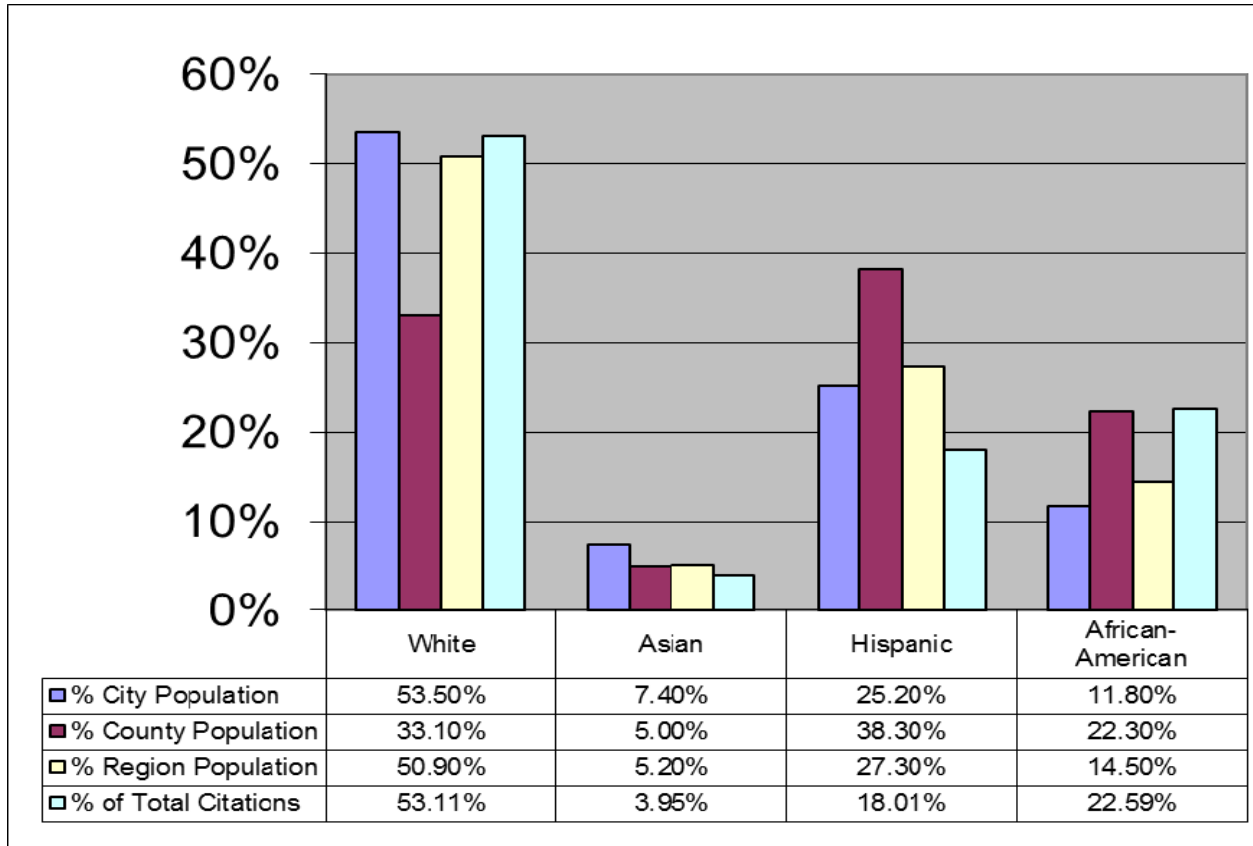
Analysis of the Data

The first chart depicts the percentages of people cited by race among the total 6,048 traffic contacts that resulted in an action (citation, arrest, or both) in 2012.¹ White drivers constituted 53.11 percent of all drivers cited, whereas Whites constitute 53.50 percent of the city population, 33.10 percent of the county population, and 50.90 percent of the region population.² African-American drivers constituted 22.59 percent of all drivers cited, whereas African-Americans constituted 11.80 percent of the city population, 22.30 percent of the county population, and

¹ Among the total 6,048 traffic contacts, 5,276 resulted in a citation, 755 resulted in arrest, and 17 resulted in both arrest and a citation. See the TCLEOSE forms near the end of this report.

² City and County populations were derived from the 2010 Census of the U.S. Census Bureau. Regional population figures were derived from 2010 Census data compiled and published by the North Central Texas Council of Governments. "Regional" population figures are defined as the 16 county Dallas-Ft. Worth region and include the following counties: Collin, Dallas, Denton, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, Tarrant, and Wise.

14.50 percent of the region population. Hispanic drivers constituted 18.01 percent of all drivers cited, whereas Hispanics constituted 25.20 percent of the city population, 38.30 percent of the county population, and 27.30 percent of the region population. Asian drivers constituted 3.95 percent of all drivers cited, whereas Asians constituted 7.40 percent of the city population, 5.00 percent of the county population, and 5.20 percent of the region population.



The chart shows that White drivers are cited at rates roughly comparable to the percentage of Whites found in the city population, but higher than in the county and regional populations. African-American drivers are cited at rates higher than the percentage of African-Americans found in the city and regional populations, but roughly comparable to the percentage of African-Americans found in the county population. Hispanic drivers are cited at rates lower than the percentage of Hispanics found in the city, county, and regional populations. Asian drivers are cited at rates lower than the percentage of Asians in the city, county, and regional populations.

Easy determinations regarding whether or not Addison police officers have “racially profiled” a given motorist are impossible given the nature of the data that has been collected and presented for this report. The law dictates that police agencies compile aggregate-level data regarding the *rates* at which agencies *collectively* stop motorists in terms of their race/ethnicity. These aggregated data are to be subsequently analyzed in order to determine whether or not *individual* officers are “racially profiling” motorists.

This methodological error, commonly referred to as the “ecological fallacy,” defines the dangers involved in making assertions about individual officer decisions based on the examination of

aggregate incident level data. In short, one cannot "prove" that an *individual* officer has "racially profiled" any *individual* motorist based on the rate at which a department stops any given *group* of motorists. This kind of determination necessarily requires an examination of data at the individual officer level for a more detailed analysis of individual officer decision-making. Unfortunately, the law does not currently require the collection of this type of data, resulting in a considerable amount of conjecture as to the substantive meaning of aggregate level disparities.

Additional interpretation problems remain in regards to the specific measurement of racial "profiling" as defined by Texas state code. For example, officers are currently forced to make subjective determinations regarding an individual's race based on his or her personal observations because the Texas Department of Public Safety does not provide an objectively-based determination of an individual's race/ethnicity on the Texas driver's license. The absence of any verifiable race/ethnicity data on the driver's license is especially troubling given the racial diversity within the North Texas region as a whole, and the large numbers of citizens who are of Hispanic and/or mixed racial decent. The validity of any racial/ethnic disparities discovered in the aggregate level data becomes threatened in direct proportion to the number of subjective "guesses" officers are forced to make when trying to determine an individual's racial/ethnic background.

In addition, the data collected for the current report does not allow for an analysis that separates (or disaggregates) the discretionary decisions of officers to stop a motorist from those that are largely non-discretionary. For example, non-discretionary stops of motorists based on the discovery of outstanding warrants should not be analyzed in terms of whether or not "profiling" has occurred simply because the officer who has stopped a motorist as a result of the discovery of an outstanding warrant does not *independently* make the decision to stop, but rather, is required to stop that individual regardless of any determination of race. An officer cannot be determined to be "racially profiling" when organizational rules and state codes compel them to stop regardless of an individual's race/ethnicity. Straightforward aggregate comparisons of stop rates ignore these realities, and fail to distinguish between discretionary and non-discretionary law enforcement actions. In the future, this validity issue could be lessened by the collection of data indicating the initial reason for the traffic stop, whether it be an observed traffic violation, other criminal activity, the existence of an outstanding warrant, or some other reason.

Finally, there has been considerable debate as to what the most appropriate population "base-rate" is in determining whether or not racial/ethnic disparities exist. As the current analysis shows in regards to the use of city, county, and regional population base-rates, the outcome of analyses designed to determine whether or not disparities exist is obviously dependent on which base-rate is used. In addition, population shifts and the changing demographic character of the North Texas region has exacerbated problems associated with determining appropriate base-rates because measures derived exclusively from the U.S. Census can become quickly outdated since they are compiled only once per decade. Related, the determination of valid stop base-rates becomes multiplied if analyses fail to distinguish between residents and non-residents who are stopped, because the existence of significant proportions of non-resident stops will lead to invalid conclusions if racial/ethnic comparisons are made exclusively to resident population figures. This is particularly true in cities such as Addison whose non-resident populations tend to fluctuate significantly during business hours as a result of non-resident commuters. In addition, the population of Addison increases significantly during the evening and nighttime hours as non-residents take advantage of Addison's extensive array of restaurants, bars, and hotels.

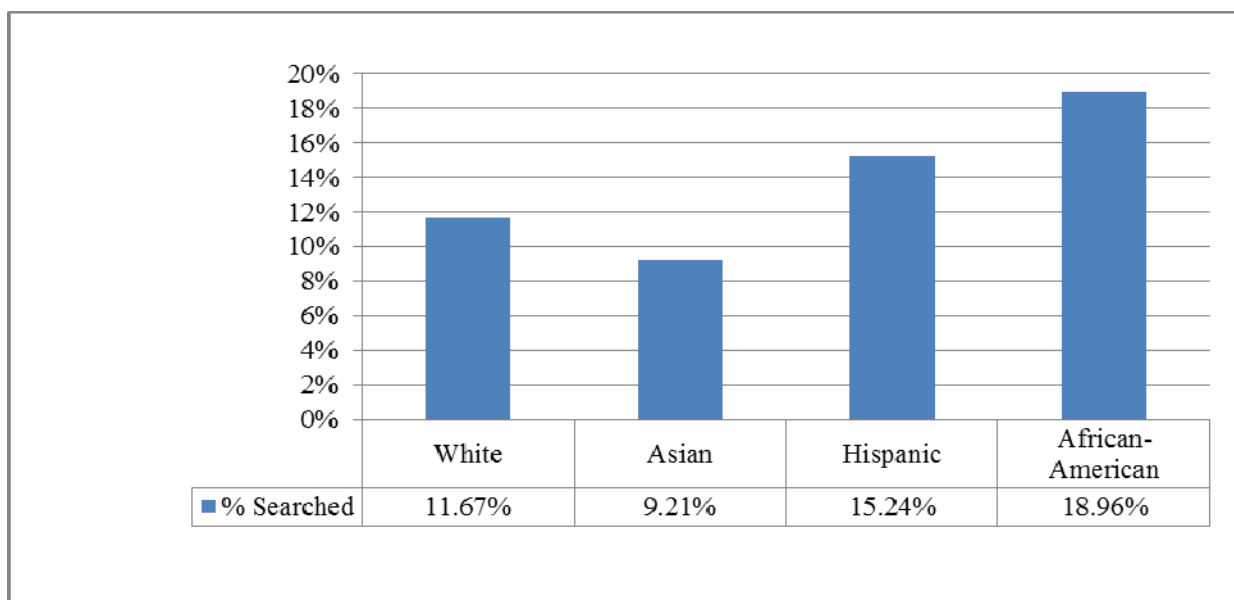
In short, the methodological problems outlined above point to the limited utility of using aggregate level comparisons of the rates at which different racial/ethnic groups are cited in order to determine whether or not racial profiling exists within a given jurisdiction.

The table below reports the summaries for the total number of persons cited by the Addison Police Department for traffic offenses in 2012. In addition, the table shows the number of cited individuals who granted consent to search and those cited drivers who were arrested pursuant to the stop. The table shows that roughly 53 percent of all persons cited were White drivers (3,212/6,048 total citations), roughly 23 percent (1,366) of all persons cited were African-American drivers, and roughly 18 percent (1,089) of all persons cited were Hispanic drivers. In addition, roughly 45 percent of all drivers searched were White (375/827), roughly 20 percent were Hispanic, and 31 percent were African-American. It is clear that the vast majority of the total number of drivers cited (including White, African-American, and Hispanic groups) were not searched (86%), and only about 3 percent of all searches were consent searches (21/827).

Action	White	African-American	Hispanic	Asian	Other	Total
Stops	3,212	1,366	1,089	239	142	6,048
Searches	375	259	166	22	5	827
Consent Searches	11	6	3	1	0	21
Arrests	327	255	163	22	5	772

The bar chart below presents the percentage of cited drivers who were searched *within* each racial category. The chart indicates that drivers who were cited were rarely searched across the racial categories. For example, only 11.67 percent of all White drivers who were cited were also searched (375 total searches), 9.21 percent of all Asian drivers who were cited were searched (22 total searches), 15.24 percent of all Hispanic drivers who were cited were searched (166 total searches), and 18.96 percent of all African-American drivers who were cited were searched (259 total searches). Further, among the 6,048 stops in 2012, less than 1% resulted in a consensual search.

It should be noted that aggregate level comparisons regarding the rates at which drivers are searched by police are subject to some of the same methodological issues as those outlined above regarding analyses of aggregate level stop rates. Of particular concern is the absence of any analyses that separates discretionary searches from non-discretionary searches. For example, searches that are conducted incident to an arrest or as part of a vehicle tow inventory should not be included in analyses designed to examine whether or not racial profiling has occurred because these types of searches are non-discretionary in that the officer is compelled by law or departmental guidelines to conduct the search irrespective of the race of the stopped driver.



Analysis of Racial Profiling Compliance by Addison Police Department

The foregoing analysis shows that the Addison Police Department is fully in compliance with all relevant Texas laws concerning racial profiling, including the existence of a formal policy prohibiting racial profiling by its officers, officer training and educational programs, a formalized complaint process, and the collection of data in compliance with the law. Finally, internal records indicate that during 2012 the department received no complaints that could be categorized as involving some type of racial profiling.

In addition to providing summary reports and analysis of the data collected by the Addison Police Department in 2012, this report also included an extensive presentation of some of the limitations involved in the level of data collection currently required by law and the methodological problems associated with analyzing such data for the Addison Police Department as well as police agencies across Texas. The Addison Police Department should continue its educational and training efforts within the department on racial profiling. Finally, the department should continue to conduct periodic evaluations of individual officers to assess whether or not an officer is engaging in racial profiling. The final section of this report includes newly required TCLEOSE reporting information by Texas law enforcement organizations.

Addison Police Department TCLEOSE Reporting Forms



Partial Exemption Racial Profiling Reporting
(Tier 1)

Department Name ADDISON POLICE DEPT.
Agency Number _____
Chief Administrator Name RON DAVIS
Reporting Name _____
Contact Number 972-450-7100
E-mail Address rdavis@addisontx.gov

Certification to Report 2.132 (Tier 1) – Partial Exemption

Policy Requirements (2.132(b) CCP):

Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provide public education relating to the agency's complaint process;
- (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained;
 - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and
 - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
- (7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - (A) the Commission on Law Enforcement Officer Standards and Education; and
 - (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

These policies are in
effect

Ron Davis
Chief Administrator

2/11/13
Date



**Partial Exemption Racial Profiling Reporting
(Tier 1)**

Video and Audio Equipment Exemption

Partial Exemption Claimed by (2.135(a) CCP):



all cars regularly used for motor vehicle stops are equipped with video camera and transmitter-activated equipment and each motor stop is recorded and the recording of the stop is retained for at least 90 days after the stop.

OR



In accordance with 2.135(a)(2) the agency has requested and not received funds to install the recording equipment

I claim this
exemption

Ron Davis
Chief Administrator

2/11/13
Date

PARTIAL EXEMPTION RACIAL PROFILING REPORTING (TIER 1)

INSTRUCTIONS: Please fill out all boxes. If zero, use 0.

1. Total on lines 4, 11, 14, and 17 must be equal
2. Total on line 20 must equal line 15

AGENCY NAME:

Number of motor vehicle stops (mark only 1 category per vehicle stop):

1. 5276 Citation only
2. 755 Arrest only
3. 17 Both

4. 6048 (Total of 1-3)

Race or Ethnicity (mark only 1 category per vehicle stop):

5. 1366 African
6. 239 Asian
7. 3212 Caucasian
8. 1089 Hispanic
9. 135 Middle Eastern
10. 7 Native American

11. 6048 (Total of 5-10, must be the same as #4)

Race or Ethnicity known prior to stop?

12. 463 Yes
13. 5585 No

14. 6048 (Total of 12-13, must be the same as #4 and #11)

Search conducted?

15. 827 Yes
16. 5221 No

17. 6048 (Total of 15-16, must be the same as #4, #11, and #14 above)

Was search consented?

18. 21 Yes
19. 806 No

20. 827 (Total, must equal #15)



**Partial Exemption Racial Profiling Reporting
(Tier 1)**

Option to submit required data by utilizing agency report

You must submit your report in PDF format

Electronic Submission of data required by 2.132(b)(6) CCP

(6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

- (A) the race or ethnicity of the individual detained;
- (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and
- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

This report meets the above
requirements



Chief Administrator



Date

Send entire documents electronically to this website

www.tcleose.state.tx.us

Appendix A

Racial Profiling Statutes and Laws

Art. 3.05. RACIAL PROFILING.

In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 2, eff. Sept. 1, 2001.

Art. 2.131. RACIAL PROFILING PROHIBITED.

A peace officer may not engage in racial profiling.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING.

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, Native American, or Middle Eastern descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
 - (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
 - (4) provide public education relating to the agency's complaint process;
 - (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
 - (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained;
 - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and
 - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
 - (7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - (A) the Commission on Law Enforcement Officer Standards and Education; and
 - (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.
- (c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.
- (d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. If a law enforcement agency installs video or audio equipment as provided by this

subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by: Acts 2009, 81st Leg., R.S., Ch. 1172, Sec. 25, eff. September 1, 2009.

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE STOPS.

(a) In this article, "race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

- (3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;
- (4) whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence;
- (5) the reason for the search, including whether:
 - (A) any contraband or other evidence was in plain view;
 - (B) any probable cause or reasonable suspicion existed to perform the search; or
 - (C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;
- (6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;
- (7) the street address or approximate location of the stop; and
- (8) whether the officer issued a written warning or a citation as a result of the stop.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by: Acts 2009, 81st Leg., R.S., Ch. 1172, Sec. 26, eff. September 1, 2009.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article:

(1) "Motor vehicle stop" has the meaning assigned by Article 2.132(a).

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education

and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency.

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

- (A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; and
- (B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by: Acts 2009, 81st Leg., R.S., Ch. [1172](#), Sec. 27, eff. September 1, 2009.

Art. 2.135. PARTIAL EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT.

(a) A peace officer is exempt from the reporting requirement under Article 2.133 and the chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make motor vehicle stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make motor vehicle stops is equipped with transmitter-activated equipment; and

(B) each motor vehicle stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

(d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by: Acts 2009, 81st Leg., R.S., Ch. 1172, Sec. 28, eff. September 1, 2009.

Art. 2.136. LIABILITY.

A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Art. 2.138. RULES.

The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Art. 2.1385. CIVIL PENALTY.

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of \$1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

Added by Acts 2009, 81st Leg., R.S., Ch. 1172, Sec. 29, eff. September 1, 2009.

Appendix B

Addison PD Racial Profiling Policy

326. Racial Profiling and Bias Reduction (TBBP: 2.01.1)

326.01 It is the policy of this department to police in a proactive manner and to aggressively investigate suspected violations of law. Officers shall actively enforce Town ordinances, state and federal laws in a responsible and professional manner, without regard to race, ethnicity or national origin.

326.02 All enforcement actions, particularly stops of citizens (for traffic and other purposes), investigative detentions, arrests, searches and seizures of persons or property, shall be based on the standards of reasonable suspicion or probable cause as required by the Fourth Amendment to the U. S. Constitution and statutory authority. In all enforcement decisions, officers shall be able to articulate specific facts, circumstances, and conclusions which support probable cause or reasonable suspicion for arrests, searches, seizures, and stops of citizens.

326.03 Officers are strictly prohibited from engaging in racial profiling as defined in this policy. This policy shall be applicable to all persons, whether drivers, passengers, or pedestrians. Officers shall not stop, detain, arrest, search, or attempt to search anyone based solely upon the person's race, sex, sexual orientation, gender, national origin, ethnicity, age, economic status or religion. Officers shall base all such actions on a reasonable suspicion that the person or an occupant of a vehicle committed an offense.

327. Definitions

327.01 Most of the following terms appear in this order. In any case, these terms appear in the larger public discourse about alleged biased enforcement behavior and in other orders. These definitions are intended to facilitate on-going discussion and analysis of our enforcement practices.

a. Bias - Prejudice or partiality which may be based on preconceived ideas, a person's upbringing, culture, experience, or education.

b. Biased policing - Stopping, detaining, searching, or attempting to search, or using force against a person based upon his or her race, sex, sexual orientation, gender, national origin, ethnicity, age, or religion in violation of constitutional safeguards.

c. Ethnicity - A cluster of characteristics which may include race but also cultural characteristics or traits which are shared by a group with a common experience or history.

d. Gender - Unlike sex, a psychological classification based on cultural characteristics or traits.

e. Probable Cause - Facts or apparent facts and circumstances within an officer's knowledge and of which the officer had reasonable, trustworthy information to lead a reasonable person to believe that an offense has been or is being committed, and that the suspect has committed it.

f. Race - A category of people of a particular descent, including Caucasian, African, Hispanic, Asian, Middle Eastern or Native American descent. As distinct from ethnicity, race only refers to physical characteristics sufficiently distinctive to group people under a classification.

g. Racial profiling - A law-enforcement initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

h. Reasonable suspicion - Articulable, objective facts which lead an experienced officer to suspect that a person has committed, is committing, or may be about to commit a crime. A well-founded suspicion is based on the totality of the circumstances and does not exist unless it can be articulated. Reasonable suspicion supports a stop of a citizen. Courts require that stops based on reasonable suspicion be "objectively reasonable."

i. Sex - A biological classification, male or female, based on physical and genetic characteristics.

j. Stop - The detention of a subject for a brief period of time, based on reasonable suspicion. A stop is investigative detention.

328. General responsibilities

328.01 Officers are prohibited from engaging in racial profiling or stopping, detaining, searching, arresting, or taking any enforcement action including seizure or forfeiture activities, against any person based solely on the person's race, national origin, citizenship, religion, ethnicity, age, gender, color, creed, sexual orientation, disability, economic status, cultural group or any other identifiable group. These characteristics, however, may form part of reasonable suspicion or probable cause when officers are seeking a suspect with one or more of these attributes. Racial profiling pertains to persons who are viewed as suspects or potential suspects of criminal behavior. The term is not relevant as it pertains to witnesses, complainants, or other citizen contacts.

328.02 Reasonable suspicion or probable cause shall form the basis for any enforcement actions or decisions. Citizens shall only be subjected to stops, seizures, or detention upon reasonable suspicion that they have committed, are committing, or are about to commit an offense. Officers shall document the elements of reasonable suspicion and probable cause in appropriate reports.

328.03 Officers shall observe all constitutional safeguards and shall respect the constitutional rights of all citizens.

328.04 As traffic stops furnish a primary source of bias-related complaints, officers shall have a firm understanding of the warrant-less searches allowed by law, particularly the use of consent. How the officer disengages from a traffic stop may be crucial to a citizen's perception of fairness or discrimination.

328.05 Officers shall not use the refusal or lack of cooperation to justify a search of the citizen's person or vehicle or a prolonged detention once reasonable suspicion has been dispelled.

328.06 All personnel shall courteously accept, document, and forward to the Chief of Police any complaints made by citizens against the department. Further, officers shall provide information on the complaint process and shall provide information of "How to Make a Complaint" when appropriate.

328.07 When feasible, personnel shall offer explanations to citizens of the reasons for enforcement actions or other decisions that bear on citizens' well-being unless the explanation would undermine an investigation or jeopardize an officer's safety.

328.08 When feasible, all personnel shall identify themselves by name. When a citizen requests the information, personnel shall give their departmental identification number, name of the immediate supervisor, or any other reasonable information.

328.09 Unless required by law, a citizen's refusal to cooperate or provide information does not create any justification for further enforcement action.

Refusal to sign a summons or failure to obey a lawful order of an officer are examples of exceptions to voluntary cooperation and may require a custodial arrest under some circumstances.

329. Supervisory responsibilities

329.01 Supervisors shall be held accountable for the observance of constitutional safeguards during the performance of their duties. Supervisors shall identify and correct instances of bias in the work of their subordinates.

329.02 Supervisors shall ensure that all enforcement actions are duly documented per departmental policy. Supervisors shall ensure that all reports show adequate documentation of reasonable suspicion and probable cause, if applicable.

329.03 Supervisors shall facilitate the filing of any citizens' complaints about law enforcement service.

330. Disciplinary consequences

330.01 Actions prohibited by this order shall be cause for disciplinary action, up to and including dismissal.

331. Training

331.01 Officers are responsible to adhere to all Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements as mandated by law.

331.02 All officers shall complete TCLEOSE training and education program on racial profiling.

331.03 The Chief of Police, as part of the initial training and continued education for such appointment, will be required to attend the LEMIT program on racial profiling.

332. Complaints

332.01 The department shall accept complaints from any person who believes he or she has been stopped or searched based on racial, ethnic or national origin profiling. No person shall be discouraged, intimidated or coerced from filing a complaint, nor discriminated against because he or she filed such a complaint.

332.02 Any employee who receives an allegation of racial profiling, including the officer who initiated the stop, shall record the person's name, address, and telephone number, and forward the complaint through the appropriate channel or direct the individual(s) to a supervisor. Any employee contacted shall provide to that person a copy of a complaint form or the department process for filing a complaint. All employees will report any allegation of racial profiling to their superior before the end of their shift.

332.03 All complaints of racial profiling by employees of the department will be thoroughly investigated.

332.04 If there is a departmental video or audio recording of the events upon which a complaint of racial profiling is based, upon commencement of an investigation by this department into the complaint and written request of the officer made the subject of the complaint, this department shall promptly provide a copy of the recording or other image(s) to that officer.

333. Public Education

333.01 The department's complaint process and its racial profiling policy will be posted on the department's website.

334. Record Keeping

334.01 An officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense and in the event the driver of the vehicle, or the pedestrian contacted, is issued a citation and/or arrested, the officer shall record and report the following information:

- a. A physical description of each person detained as a result of the stop, including:
- b. the person's sex;

- c. the person's race or ethnicity, as stated by the person or as determined by the officer to the best of his/her ability;
- d. The street address or approximate location of the violation. The suspected offense or the traffic law or ordinance alleged to have been violated.
- e. Whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;
- f. Whether probable cause to search existed and, if so, the fact(s) supporting the existence of that probable cause;
- g. Whether any contraband was discovered in the course of the search and, if so, the type of contraband discovered;
- h. Whether the officer made an arrest as a result of the stop and/or search and, if so, a statement of the offense charged. Whether the officer issued a warning or a citation as a result of the stop and, if so, a statement of the offense charged.
- i. Officers will record whether or not they could identify the race or ethnicity of the suspect before the person was detained.

334.02

By March of each year, the department shall submit a report to its municipal governing board that includes information gathered by the citations. The report will include:

- a. a breakdown of citations by race or ethnicity;
- b. number of citations that resulted in a search;
- c. number of searches that were consensual; and
- d. number of citations that resulted in custodial arrest for this cited violation or any other violation.

Appendix C

Racial Profiling Laws and Corresponding Standard Operating Procedures

Texas CCP Article	ADDISON POLICE DEPARTMENT POLICY TBBP: 2.01.1
2.132(b)1	Section 326 – Racial Profiling and Bias Reduction
2.132(b)2	Section 328 - General Responsibilities
2.132(b)3	Section 332 - Complaints
2.132(b)4	Section 333 - Public Education
2.132(b)5	Section 330 - Disciplinary Consequences
2.132(b)6	Section 334 - Record Keeping
2.132(b)7	Section 334 - Record Keeping

Council Agenda Item: # R 2e

AGENDA CAPTION:

Approval of a resolution authorizing the Town to designate representatives who can transact business with the TexPool local government investment pool.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

BACKGROUND:

In addition to investing in individual securities, the Town also invests a portion of our investment portfolio in a local government investment pool known as TexPool. The pool invests primarily in short-term securities maturing in less than 7 days, and Town funds are available at any time without penalty. As such, TexPool offers the Town a competitive short-term investment yield with the added flexibility of immediate funds availability.

Due to staffing changes, the list of authorized representatives with TexPool needs to be amended to add the Accounting Manager and Assistant City Manager and remove the Revenue and Budget Manager. To make these changes, TexPool requires that the City Council approve a resolution. The CFO is retained as an authorized representative that can conduct transactions with TexPool.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Mindful Stewardship of Town Resources

ATTACHMENTS:

Description:

 [TexPool Amendment Resolution](#)

Type:

Resolution Letter



RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES

WHEREAS, Town of Addison #77333

(Participant Name & Location Number)

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool *Prime*"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool *Prime* and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool *Prime* account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representatives of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

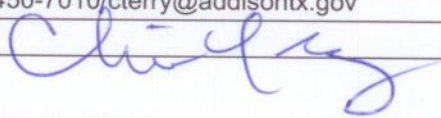
1. Name: Eric Cannon Title: Chief Financial Officer
 Phone/Fax/Email: 972-450-7050/972-450-7065/ecannon@addisontx.gov
 Signature: [Signature]

2. Name: Kristi Brutlag Title: Accounting Manager
 Phone/Fax/Email: 972-450-7064/972-450-7065/kbrutlag@addisontx.gov
 Signature: [Signature]

ORIGINAL SIGNATURE AND DOCUMENT REQUIRED

TEX – REP

3. Name: Chris Terry Title: Assistant City Manager
Phone/Fax/Email: 972-450-7010/cterry@addisontx.gov

Signature: 

4. Name: _____ Title: _____
Phone/Fax/Email: _____
Signature: _____

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name Eric Cannon

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

5. Name: _____ Title: _____
Phone/Fax/Email: _____

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the _____ day _____, 20 ____.

NAME OF PARTICIPANT: _____

BY: _____
Signature

Printed Name

Title

ATTEST: _____
Signature

Printed Name

Title

This document supersedes all prior Authorized Representative designations.

ORIGINAL SIGNATURE AND DOCUMENT REQUIRED

TEX – REP

TexPool Participant Services • Federated Investors Inc
1001 Texas Ave., Suite 1400 • Houston, TX 77002 • www.texpool.com • 1-866-839-7665

07/12

Council Agenda Item: # R 2i

AGENDA CAPTION:

Approval of a resolution approving and authorizing the City Manager to enter into an interlocal agreement with the City of Garland, Texas for cooperative procurement/purchasing opportunities.

FINANCIAL IMPACT:

This agreement will provide us the opportunity to purchase various goods and services commonly utilized by the participants, where available and applicable.

BACKGROUND:

This agreement would allow each participant (Town of Addison and City of Garland) to purchase goods and services from vendors under present and future contracts.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Mindful Stewardship of Town Resources, Look for Operational Efficiencies without cutting services

ATTACHMENTS:

Description:

 [City of Garland Interlocal Agreement](#)

Type:

Resolution Letter

COOPERATIVE PURCHASING INTERLOCAL AGREEMENT

This agreement made and entered into as of the date written below, by and between City of Garland, Texas (hereinafter called "THIS GOVERNING BODY"), City of Addison, Texas and other governmental entity as defined under § 791.003. of Texas Governmental Code, Interlocal Cooperation Contracts, (hereinafter called "COOP ENTITY") each acting by and through its duly authorized officials:

WHEREAS, THIS GOVERNING BODY and COOP ENTITY are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, THIS GOVERNING BODY and COOP ENTITY wish to enter into an Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which THIS GOVERNING BODY and COOP ENTITY may purchase various goods and services commonly utilized by each entity;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of THIS GOVERNING BODY and COOP ENTITY through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, THIS GOVERNING BODY and COOP ENTITY have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; THIS GOVERNING BODY and COOP ENTITY agree as follows:

1. THIS GOVERNING BODY and COOP ENTITY may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts;
2. THIS GOVERNING BODY and COOP ENTITY shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. THIS GOVERNING BODY and COOP ENTITY shall each make their respective payments from current revenues available to the paying party;
3. THIS GOVERNING BODY and COOP ENTITY shall keep each other informed of any changes to the contracts, rules, regulations or statutes which affect any purchase arrangement planned or in place between the parties.
4. The Agreement shall be in full force and effect until terminated by either party;

5. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by either party upon thirty (30) days written notice to another participating entity;

6. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto;

7. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

EXECUTED this _____ day of _____, 2013.

THE CITY OF ADDISON, TEXAS

By: _____

Title: _____

THE CITY OF GARLAND, TEXAS

By:  _____
Gary L. Holcomb, CPPO, C.P.M.

Title: Director of Materials Management
City of Garland
PO Box 469002
Garland, TX 75040
972-205-2425
gholcomb@garlandtx.gov

Council Agenda Item: #R3

AGENDA CAPTION:

Presentation and discussion regarding the Town's policy of naming Town facilities and locations, including Town parks, trails, buildings, and other facilities.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:**COUNCIL GOALS:**

N/A

ATTACHMENTS:

Description:

 [Town of Addison's Naming Policy](#)

Type:

Backup Material

**TOWN OF ADDISON, TEXAS
RESOLUTION NO. R07-019**

**A RESOLUTION BY THE CITY COUNCIL OF THE TOWN OF
ADDISON, TEXAS, PROPOSING GUIDELINES AND POLICIES
FOR THE NAMING OF PARKS, TRAILS AND FACILITIES.**

WHEREAS, when naming a park, trail, or facility after a person, at least one of the following stipulations should be met:

- a) The person has donated the land to be used, has provided significant contributions to acquire the land, or has sold the land to the Town at a price significantly below market value.
- b) The person has provided significant contributions to the cost of construction of the park, trail or facility, or has provided construction services at a price significantly below market value.
- c) The person has made significant and consistent long-term contributions to the Town of Addison.
- d) The person shall not have been an employee or councilmember/Mayor of the Town of Addison for at least five years.

WHEREAS, when appropriate, parks, trails, and facilities can be named after predominant geographical or physical features of the land. These may include natural features (rivers, trees, etc.) or man-made features (subdivisions, buildings, etc).

WHEREAS, parks and trails may be named after historical events that are specific to the Town of Addison.

WHEREAS, the Council will consider re-naming existing facilities. However, the motion to rename an existing park, trail, or facility must be approved by a 3/4th vote of the entire Council (e.g., if all members of the Council are eligible to vote, approval would require 6 out of 7 votes).

WHEREAS, different sections of parks and facilities may carry names that differ from that of the overall park or facility. This may include the naming of individual items in a park or facility (such as a meeting room). However, the above guidelines shall still apply in choosing a name.

WHEREAS, any citizen, group of citizens, entity or organization may submit a proposal to name a facility after an individual, group of individuals, or community organization to honor and recognize significant contributions to the community through public service, community volunteerism or outstanding achievement. The contributions of the individuals or group must be well-documented and broadly acknowledged within the community. If possible, written permission and agreement must be obtained from the individual, group or organization who or which is being commemorated.

WHEREAS, the guidelines listed above are guidelines only. Meeting any or all of the above guidelines does not guarantee that a park or facility will carry any certain name. Ultimately, all naming decisions are to be made by the Addison City Council, which may make exceptions to these guidelines when it deems appropriate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

THAT, the City Council does hereby authorize the Proposed Guidelines and Policies for the naming of Parks, Trails and Facilities.


DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS this the 25th day of September, 2007.

ATTEST:


Mario Canizares, City Secretary


Joe Chow, Mayor

APPROVED AS TO FORM;


John Hill, City Attorney

Council Agenda Item: #R4

AGENDA CAPTION:

Presentation, discussion and consideration of approval of a Festival Consulting Agreement with the World Affairs Council of Dallas/Fort Worth (WAC) in the amount of \$50,000 for 2013 WorldFest: Spotlight China, subject to the final review and approval of the City Attorney and City Manager.

FINANCIAL IMPACT:

A \$10,000 mid-year budget amendment is needed plus pre-authorization of \$25,000 in FY 14 budget.

FY '13 budget includes funds for the production of 2012 WorldFest that was held on October 22-23, 2012 plus some planning money for 2013 WorldFest, including payments to World Affairs Council for consulting services as follows:

\$20,000 final payment for 2012 WorldFest \$15,000 deposit and 2nd payment for 2013WorldFest

BACKGROUND:

What is the World Affairs Council: The World Affairs Council serves as a gateway to the world for our region, providing a wide array of opportunities for the public and its 4,000+ members. The non-profit, nonpartisan organization has presented hundred of speakers in recent years, including *Newsweek International* editor, CNN host and bestselling author Fareed Zakaria, rock star and humanitarian Bono, former President of Mexico Vicente Fox, The New York Times columnist Thomas Friedman, author Walter Isaacson, human rights activist Ayaan Hirsi Ali, as well as journalists, ambassadors, foreign affairs experts and other newsmakers from around the world. The WAC also administers the following programs:

- International Education Initiative, impacts more than 100,000 North Texas students annually
- U.S. Department of State-sponsored International Visitor Program
- City of Dallas Office of Protocol

WAC Consulting Services for 2013 WorldFest: Spotlight

China. The attached contract will outline the services WAC will provide and the consulting fee associated with their services. Addison will benefit from this partnership with WAC in a number of ways but most notably through their credibility in the international community as well as through their connections to many potential participants, programs, and marketing opportunities.

Budget: Because 2013 WorldFest: Spotlight China is a new concept that will take place over the course of a year instead of just a weekend in October, we ask that the Council pre-authorize the expenditure of these funds prior to the formal adoption of the budget so efforts to produce a quality event may begin.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Maintain and enhance our unique culture of creativity and innovation, Fully integrate the Arts as part of our brand, Enhance sense of community for all stakeholders/Expand Volunteer Opportunities

ATTACHMENTS:

Description:

 [World Affairs Council - World Fest Contract](#)

Type:

Backup Material

STATE OF TEXAS §
 § **FESTIVAL CONSULTING AGREEMENT**
COUNTY OF DALLAS §

This Festival Consulting Agreement (“Agreement”) is entered into by and between the Town of Addison, Texas (the “City” or “Addison”) and World Affairs Council of Dallas / Fort Worth (“World Affairs Council”) (the City and World Affairs Council are sometimes referred to herein together as the “parties” and individually as a “party”).

Recitals:

1. The City desires to conduct an international festival known as the “WorldFest: Spotlight China” (sometimes referred to herein as “WorldFest” and the “Festival”) at various times throughout the 2013 calendar year at various locations throughout Addison and the DFW Metroplex. Among other things, WorldFest: Spotlight China provides an opportunity to attract tourists to the City and educate the public on the culture of China and the extension of that culture in the North Texas region.
2. World Affairs Council is a non-profit corporation established under the laws of the State of Texas with a mission to promote international awareness, understanding and connections through its multifaceted programs. The Council works to enhance the region’s global stature and to prepare North Texans to thrive in our complex world.
3. Addison desires to retain the services of World Affairs Council, and World Affairs Council desires to provide its services to Addison, to facilitate the production of WorldFest: Spotlight China, as set forth herein.

NOW, THEREFORE, for and consideration of the above and foregoing premises, the mutual covenants and obligations set forth herein, and other good and valuable consideration, the Town of Addison, Texas and World Affairs Council do contract and agree as follows:

1. **Term.** This Agreement shall be effective on February 27, 2013 (the “Effective Date”) and shall remain in effect through December 31, 2013 (the “Expiration Date”), subject, however, to the termination provisions of this Agreement.
2. **Services.** In connection with the 2013 WorldFest: Spotlight China, World Affairs Council will provide to the City the following non-exclusive services (“Services”):
 - A. Festival programming consulting including but not limited to the following activities:
 - **Participant Identification and Solicitation** – assist with recruitment of the 2013 spotlight country for WorldFest; will work to identify and recruit countries to spotlight for future WorldFests;
 - **“Micro-Event” Development** – work with Addison staff to develop, coordinate and administer a series of entertainment events (e.g. performances, art galleries, films, etc.), educational programs and business forums at various locations and times in the Addison

and North Texas area (“micro-events”); work with the year’s participant (e.g., China) to recruit speakers for programs; provide staff to help manage the “micro-events” and forums;

- **Steering Committee Solicitation** – use World Affairs Council contacts (e.g., current and former members of its Board of Directors, North Texas community leaders, international leaders in the regional community) to build a Steering Committee for WorldFest; work with the Steering Committee to develop and promote the “micro-events” of WorldFest and recruit new participants for future WorldFests;
- **Volunteer Solicitation** – assist Addison staff with securing and supervision of volunteers to help with various elements of the “micro-events” of WorldFest;
- **Marketing, Public Relations, and Sponsorship Support** –
 - work with Addison Staff and their third-party advertising consultant, if any, as determined by Addison, to develop marketing materials to promote WorldFest and its “micro-events,” including but not limited to the following materials: print advertising, radio advertising, electronic advertising, posters, fliers, brochures, and other collateral. Also assist with identifying distribution outlets for these materials;
 - work with Addison Staff and their third-party public relations consultant, if any, as determined by Addison for the purpose of providing advice and recommendations regarding publicity materials to promote WorldFest and its “micro-events,” including but not limited to the following materials: press releases, newsletters, calendar advisories;
 - work with Addison Staff and their third-party sponsorship consultant, if any, as determined by Addison, for the purpose of providing advice and recommendations regarding sponsorship materials to be used to secure cash and in-kind services for WorldFest from third-party sponsors (“Third Party Sponsors” and sponsorships from Third-Party Sponsors being “Third Party Sponsorships”). Also assist with identifying potential Third-Party Sponsors; and
 - use World Affairs Council resources (e.g., marketing materials, website, e-newsletters, trade, and other resources) to cross-promote the “micro-events” of WorldFest;
- **Cross Cultural Guidance** – introduce Addison Staff to members of the diplomatic community such as the Consuls General, community Chambers of Commerce, community organizations and others plus provide advice about international protocol;
- **Festival Endorsement** – World Affairs Council shall publicly endorse WorldFest and its “micro-events” by, among other things, including a reference to WorldFest prominently on the World Affairs Council website (www.dfworld.org).
- **Performance Reports** – World Affairs Council shall provide to the City, not later than the 25th day following the end of each calendar year quarter (or portion thereof, as applicable) while this Agreement is in effect, a report (“Performance Report”) regarding the work and activities of World Affairs Council for the calendar year quarter immediately prior to the date the report is provided, including, without limitation, (i) all marketing activities of World Affairs Council, (ii) a report on expenses and the payment thereof (e.g., payments to performers, other third parties, and proof of such payment), (iii) a report regarding the activities of World Affairs Council as to all other of the above

and foregoing Services. Each such report shall be in form and content satisfactory to the City, and World Affairs Council shall provide supporting information for its report, including any supporting information as the City may reasonably request. Upon the expiration or earlier termination of this Agreement, World Affairs Council shall provide such report to the City not later than the 25th day following the Expiration Date or the date of termination, as applicable, and the obligation to provide such report shall survive the expiration or earlier termination of this Agreement.

- B. Educational programming not related to 2013 WorldFest: Spotlight China to be hosted at Visit Addison located at 5100 Belt Line Road, Suite 400 a minimum of three times during the 2013 calendar year.
- C. In connection with the Services, World Affairs Council warrants and represents to the City that:
 - 1) World Affairs Council has the skills, qualifications, expertise, experience and financial capability necessary to perform the Services with a high degree of quality and responsiveness;
 - 2) The Services and work will be provided in a professional and timely manner, consistent with the commercially accepted best practices and standards;
 - 3) The Services shall comply with all applicable federal, state or local statutes, ordinances, laws, rules, standards, codes and regulations;
 - 4) World Affairs Council: (i) is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, and shall remain in good standing throughout the term of this Agreement; (ii) it has the requisite power and authority to carry on its business as it is now being conducted; (iii) it has the legal capacity to enter into this Agreement; and, (iv) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been authorized and approved by all action required on the part of World Affairs Council; and
 - 5) The execution and delivery of this Agreement by World Affairs Council does not: (i) conflict with, or result in any violation or breach of, any provision of the World Affairs Council's charter documents; (ii) result in any violation or breach of, or constitute a default under, or require a consent or waiver under, any of the terms, conditions or provisions of any license, contract or other agreement to which World Affairs Council is a party; or (iii) materially conflict with or violate any franchise, license, judgment, order, statute, law, rule or regulation applicable to World Affairs Council.
- C. All Services shall be provided by World Affairs Council in cooperation and coordination with the City Staff, and in particular with the Addison Director of Special Events (the

“Director”). Any and all promotional or other materials regarding the Festival which are to be prepared, given or delivered by World Affairs Council shall be first presented to the Director for the Director’s review and approval prior to the public dissemination of any such materials. Standardized language agreed upon by both parties prior to any public dissemination thereof may, after such agreement, be disseminated in World Affairs Council materials without prior review of those materials. Prior to solicitation of any entertainers, activities and other vendors, World Affairs Council shall use its reasonable efforts to first obtain the pre-approval of the Director regarding such solicitation; however, the parties hereto recognize that World Affairs Council may not be able in all instances to obtain the pre-approval of the Director prior to a solicitation, and in such event World Affairs shall nevertheless, in conducting any solicitation, abide by and comply with such communication standards as the Director shall establish. The Services shall be provided by World Affairs Council in a professional manner. In identifying, selecting, and recommending entertainers, activities, and vendors pursuant to this Agreement, and in performing all of its Services hereunder, World Affairs Council understands and recognizes that the Festival is for entertainment purposes only, is a family oriented and family-friendly, is not a religious or political event (and is not an event that promotes or suggests any religious or political agenda), and World Affairs Council will perform its Services hereunder in accordance therewith.

3. **Compensation.** For the Services provided by World Affairs Council in accordance with the terms and conditions of this Agreement and subject to the termination provisions of this Agreement, the City will pay World Affairs Council a fee as follows:

The City will pay World Affairs Council Fifty Thousand and No/100 Dollars (\$50,000.00), to be paid in four installments as follows: (1) the first installment (“first installment”) of \$12,500.00 shall be paid by March 1, 2013, (2) the second installment (the “second installment”) of \$12,500.00 shall be paid by June 1, 2013, (3) the third installment (the “third installment”) of \$12,500 shall be paid by September 1, 2013, and (4) the fourth installment (the “fourth installment”) shall be paid upon (i) the completion of the Festival, and (ii) the satisfactory performance as reasonably determined by the City of all of the Services by World Affairs Council, including, without limitation, the timely receipt by the City of the Performance Report for the last quarter (October, November, December) of 2013 and all performance reports to be provided prior thereto, in form and content reasonably acceptable to the City (upon the satisfaction of the said (i) and (ii), payment of the fourth installment shall be by no later than January 31, 2014).

4. **Termination.**

- A. *Without cause.* Either party may terminate this Agreement at any time by giving to the other party at least 30 days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. In the event of termination or upon the expiration of this Agreement, all finished or unfinished data, studies, reports and other materials and items (whether kept electronically, in writing, or otherwise) prepared by World Affairs Council shall be and become the property of the City and World Affairs Council shall promptly deliver such items to the City.

B. *With cause.*

- (i) If (a) World Affairs Council fails to perform any of World Affairs Council's duties or responsibilities as reasonably determined by the City, or (b) if World Affairs Council fails to fulfill in a timely and professional manner World Affairs Council's obligations under this Agreement, or (c) if World Affairs Council shall violate any of the terms or provisions of this Agreement (the said (a), (b) and (c) being referred to together in this paragraph as a "Failure"), or (d) if World Affairs Council, World Affairs Council's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the City, as determined reasonably but solely by the City, then City shall have the right to terminate this Agreement effective immediately upon the City giving notice thereof, either oral or in writing, to World Affairs Council.
- (ii) Notwithstanding the foregoing subparagraph B.(i), with respect to a Failure, such right of termination shall not be exercised by the City unless and until a Failure remains uncured by World Affairs Council for a reasonable period of time (as determined by the City) after notice thereof (which notice shall specifically identify the Failure) from the City is received by World Affairs Council.
- (iii) If the City's termination of World Affairs Council for cause is defective for any reason, including but not limited to the City's reliance on erroneous facts concerning World Affairs Council's performance, or any defect in notice thereof, the City's maximum liability shall not exceed the amount payable to World Affairs Council under Section 3 above.

C. In the event of termination or upon the expiration of this Agreement, all finished or unfinished data, studies, reports and other items (whether kept electronically, in writing, or otherwise) prepared by World Affairs Council shall be and become the property of the City and World Affairs Council shall promptly deliver such items to the City.

D. If this Agreement is terminated in: (i) **March, 2013**, World Affairs Council shall promptly reimburse the amount of the first installment to the City; (ii) **April, 2013**, World Affairs Council shall promptly reimburse to the City the sum of \$6,250.00; (iii) **May, 2013**, World Affairs Council shall promptly reimburse to the City the sum of \$3,125.00; (iv) **June, 2013**, World Affairs Council shall promptly reimburse the amount of the second installment to the City; (v) **July, 2013**, World Affairs Council shall promptly reimburse to the City the sum of \$6,250.00; (vi) **August, 2013**, World Affairs Council shall promptly reimburse to the City the sum of \$3,125.00; (vii) **September, 2013**, World Affairs Council shall promptly reimburse the amount of the third installment to the City; (viii) **October, 2013**, World Affairs Council shall promptly reimburse to the City the sum of \$6,250.00; (ix) **November, 2013**, World Affairs Council shall promptly reimburse to the City the sum of \$3,125.00. Following such termination, World Affairs Council shall be entitled to no further payment or

compensation hereunder. The reimbursement obligation set forth herein shall survive the termination of this Agreement.

If this Agreement is terminated in the month of December 1, 2013, World Affairs Council shall be entitled to payment of a ratable portion of the fourth installment for Services properly performed hereunder, as reasonably determined by the City.

5. **Relationship of Parties.** World Affairs Council is and shall be during the entire term of the Agreement an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise, or to allow the City to exercise discretion or control over the professional manner in which World Affairs Council performs the Services which are the subject matter of the Agreement; provided always however that the Services to be provided by World Affairs Council shall be provided in a manner consistent with all applicable standards, regulations, and laws governing such Services.

6. **Insurance.** At all times in connection with this Agreement, World Affairs Council shall purchase and maintain in a company or companies lawfully authorized to do business in Texas such insurance coverages as set forth below:

a.	Commercial General Liability:	\$1,000,000.00
b.	General Aggregate	\$1,000,000.00
c.	Product/Completed Operations Aggregate	\$1,000,000.00
d.	Personal & Adv. Injury	\$1,000,000.00
e.	Per Occurrence	\$1,000,000.00
f.	Medical Coverage	\$ 5,000.00 (any one person)
g.	Liquor Liability Endorsement	\$1,000,000.00 (if selling beer and/or wine)
h.	Fire Liability (any one fire)	\$ 50,000.00
i.	Statutory Limits of Workers Compensation Insurance	

All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas, (ii) name the Town of Addison as an additional insured and contain a waiver of the subrogation endorsement in favor of the Town of Addison, (iii) endorsed to read as primary coverage regardless of the application of other insurance, (iv) contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison, and (v) include coverage for the period of time including the Festival days as well as set-up days (usually one day before and one day after the event). Certified copies of all such policies shall be delivered to Addison upon the execution of this Agreement, but in any event no later than two weeks prior to the event; provided, however, that Addison, in its sole discretion and in lieu of certified copies of such policies, may permit the delivery of certificates of insurance (listing each insurance coverage described and required herein) together with the declaration page of such policies, along with a copy of the endorsements necessary to meet the requirements and instructions contained herein, including, without limitation, the endorsement naming the Town of Addison as an additional insured, and shall specifically set forth the notice of cancellation and

termination provisions to the Town of Addison. Each such policy shall provide that it shall not be canceled without at least 30-days written notice thereof being given to the Town of Addison. Coverage for Products/ Completed Operations must be maintained at least two (2) years after this Agreement is terminated in its entirety, including any renewal thereof or extensions thereto.

The City agrees to pay one-half of the premium cost of such insurance, up to but not exceeding \$2,000.00 for all such insurance.

7. **Records.** World Affairs Council shall keep complete and accurate records for the Services performed pursuant to this Agreement and any records required by law or government regulation and shall make such records available to City upon request. World Affairs Council shall assure the confidentiality of any records that are required by law to be so maintained. World Affairs Council shall prepare and forward such additional or supplementary records as City may reasonably request.
8. **Notice.** For purposes of this Agreement, if written notice or other communication is given, such notice or other communication shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally; seventy-two (72) hours after deposit if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier. Addresses for notice are as follows:

To the City:
Town of Addison, Texas
5300 Belt Line Road
Dallas, Texas 75254-7606
Attn: Chris Terry

To World Affairs Council:
World Affairs Council
325 N. St. Paul Street, Suite 4200
Dallas, TX 75201
Attn: Jim Falk

The addresses and addressees for the purpose of this Section may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

9. **Reports Confidential.** No reports, information (either in writing or oral), documents, or other materials given to or prepared by World Affairs Council under this Agreement which the City requests in writing to be kept confidential, shall be made available to any individual or organization by World Affairs Council without the prior written approval of the City.
10. **Authority to Execute.** The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

11. **Ownership of Reports.** The reports, documents and materials prepared by World Affairs Council under or pursuant to this Agreement shall be the sole property of the City.
12. **Assignment.** Inasmuch as this Agreement is intended to secure the specialized services of World Affairs Council, World Affairs Council has no authority or power to and may not assign, transfer, delegate, subcontract or otherwise convey any interest herein without the prior written consent of the City, and any such assignment, transfer, delegation, subcontract or other conveyance without the City's prior written consent shall be considered null and void *ab initio*.
13. **Rights and Remedies Cumulative; Non-Waiver.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. The failure by either party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement for any reason whatsoever, including with respect to any such right, power or option or to such compliance or to any other or subsequent default or breach hereof, nor a waiver by either party of its rights at any time to exercise any such right, power or option or to require exact and strict compliance with all the terms hereof. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.
14. **Applicable Law; Venue.** In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.
15. **Enforceability.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
16. **Force Majeure.** In the event either the City or World Affairs Council shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, riots, insurrections, war or other reason of like nature, where such delay, hindrance or prevention of performance shall not be within the reasonable control of the party obligated to perform and not be avoidable by diligence, the party so delayed shall promptly give notice to the other party, and thereupon performance of such act shall be excused for such period of delay.

17. **No Third-Party Beneficiaries.** This Agreement and all of its terms and provisions are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
18. **Incorporation of Recitals.** The above and foregoing Recitals to this Contract are true and correct and are incorporated herein and made a part hereof for all purposes.
19. **Construction of Certain Terms.** Section and subsection headings herein are for convenience only and shall not be used in interpretation of this Agreement. The words “includes” and “including” are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.
20. **Severability.** The sections, paragraphs, sentences, phrases, words, and all other provisions of this Agreement are severable, and if any part of this Agreement is determined by a court of competent jurisdiction to be illegal, unlawful, unconstitutional, or void for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect. In lieu of any such illegal, unlawful, unconstitutional, or void provision, the parties agree to seek to negotiate to add to this Agreement another provision that would be permitted that is as close to the intent of the original provision as possible.
21. **Entire Agreement and Modification.** This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

SIGNED by each of the respective parties on the date set forth below.

TOWN OF ADDISON, TEXAS

**WORLD AFFAIRS COUNCIL OF
DALLAS FORT WORTH**

By: _____
Chris Terry, Assistant City Manager

By: _____
James N. Falk, President and CEO

Date: _____

Date: _____

Council Agenda Item: #R5

AGENDA CAPTION:

Presentation, discussion and consideration of approval of a contract with Tiburon Inc. to provide a hosted SaaS (Software as a Service) system called "DispatchNow" in a secure Cloud Computing environment to replace the existing Computer Aided Dispatch (CAD) system, FRMS (Fire Reporting System) and PRMS (Police Reporting System), and of approval of approval of an Ordinance amending the budget for the fiscal year ending September 30, 2013 to accommodate payment of the same.

FINANCIAL IMPACT:

Budgeted Amount: \$0.0

Cost: \$370,713

This item IS NOT budgeted in FY 2012-2013, but it is fully funded in the Information Technology Replacement Fund.

BACKGROUND:

Tiburon's DispatchNow solution becomes even more versatile and affordable with an available hosted SaaS option, enabling agencies of all sizes and budgets to harness the power of DispatchNow CAD and DispatchNow Mobile. DispatchNow offers unprecedented flexibility and sophisticated features on a highly reliable and fault-resilient architecture and solution infrastructure that supports continued CAD functionality even in the event of network or server hardware failure. By leveraging virtualization technology, secure networks, hardened hosting facilities and advanced monitoring capabilities, the SaaS DispatchNow solution reduces implementation time, maximizes system availability and lowers total cost of ownership.

Benefits:

- ¹ Affordable: DispatchNow's high efficient hosted SaaS model minimizes both capital expenditure and investment in costly hardware, thereby lowering the total cost of ownership.
- ¹ Managed: The hosted solution from DispatchNow reduces implementation time while optimizing system performance through off-site data backups and server and database management.

- 1 Reliable: With maximized system availability and hardware maintenance with no downtime, DispatchNow's hosted model is a streamlined and cost-effective solution.

DisptachNow modules are:

- 1 CAD (Computer Aided Dispatch) software,
- 1 WebCAD software,
- 1 CAD Interfaces,
- 1 Mobile software,
- 1 PRMS (Police Report Management System) software,
- 1 Jail Software,
- 1 Mug shot software.

RECOMMENDATION:

Staff recommends that the Council authorize the City Manager to enter into a contract with Tiburon Inc. to provide Secure Cloud Computing system called "DispatchNow" in the amount of \$370,713 subject to the City Attorney's final approval.

COUNCIL GOALS:

Mindful Stewardship of Town Resources, Maintain and enhance our unique culture of creativity and innovation, Enhance Public Safety

ATTACHMENTS:

Description:

 [Contract](#)

Type:

Backup Material

MASTER SUBSCRIPTION TERMS AND CONDITIONS

Upon execution of this agreement ("**Effective Date**"), the following Master Subscription Terms and Conditions ("**Terms and Conditions**") shall govern the Services to be provided to **Town of Addison, Texas** ("**Customer**") by **Tiburon, Inc.**, a Virginia corporation, having its principal place of business at 3000 Executive Parkway, Suite 500, San Ramon, California 94583 ("**Service Provider**"). Unless expressly set forth in the attached Quote Document, no other terms and conditions shall apply to the performance of the Services, including but not limited to any additional terms and conditions on Customer provided purchase order documents.

1. Definitions.

"**Affiliate**" means any governmental entity Customer performs dispatching services on behalf of.

"**Customer**" means the governmental entity acquiring Service Providers Services.

"**Customer Data**" means all electronic data or information submitted by Customer to the Service.

"**Initial Term**" means **five (5) years** from the date Services are available to Customer for live production use or six (6) months from the date these Terms and Conditions are executed by the parties, whichever occurs first as determined by Service Provider.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"**Quote Document**" means the document provided to Customer by Service Provider which details the pricing for the services to be provided hereunder and is attached hereto as Exhibit A.

"**Service**" shall mean the services to be provided pursuant to the Quote Document.

"**User Guide**" means the User manuals and guides provided upon delivery of the Services, as may be updated from time to time.

"**Users**" means individuals who are authorized by Customer to use the Service, for whom subscriptions to the Service have been purchased. Users may include but are not limited to employees, consultants, contractors and agents of Customer or its Affiliates.

2. Service.

2.1 Provision of Service. During the term of the subscription and any renewal subscription period, Service Provider shall make the Service available to Customer and its Users pursuant to these Terms and Conditions and shall provide maintenance and support services in accordance with the Maintenance and Support Guidelines, which are attached hereto as Exhibit B.

2.2 Additional Users. User subscriptions are for a specified number of concurrent Customer Users and/or workstations, as provided in the Quote Document, and cannot be shared or used by others outside of Customer. Customer and/or Customer Affiliates may purchase additional User subscriptions at Service Provider's then current rates subject to these Terms and Conditions. Such additional User subscriptions shall be coterminous with the Customer's Initial Term or Renewal Term, as defined below in Section 11.2, as applicable.

2.3 Customer Affiliates. Customer and/or Customer Affiliates may purchase additional User subscriptions subject to these Terms and Conditions.

3. Use of the Service.

3.1 Service Provider Responsibilities. Service Provider shall: (i) in addition to its confidentiality obligations hereunder, not use, modify or disclose to anyone other than Users the Customer Data; (ii) maintain the security and integrity of the Service and the Customer Data; (iii) provide support to Customer in accordance with the Maintenance and Support Guidelines attached hereto as Exhibit A and incorporated herein by this reference, at no additional charge; and (iv) use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Service Provider shall give Customer at least 8 hours notice; or (b) any unavailability caused by circumstances beyond Service Provider's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Service Provider employees, contractors or agents), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Service Provider's possession or reasonable control.

MASTER SUBSCRIPTION TERMS AND CONDITIONS

3.2 Customer Responsibilities. Customer is responsible for all activities that occur in User accounts and for Users' compliance with these Terms and Conditions. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify Service Provider promptly of any such unauthorized access or use; (iii) comply with all applicable local, state, and federal laws in using the Service, and (iv) perform all Customer responsibilities as set forth in these Terms and Conditions.

3.3 Use Guidelines. Customer shall use the Service solely for its internal business purposes as contemplated by these Terms and Conditions and shall not intentionally: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than to Users or as otherwise contemplated by these Terms and Conditions; (ii) send or store Malicious Code; (iii) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (iv) attempt to gain unauthorized access to the Service or its related systems or networks.

4. Fees & Payment.

4.1 User Fees and Payment. The total fee for the services to be provided hereunder is \$1,026,420, with \$370,713 due at the time these Terms and Conditions are fully signed by the parties. The remaining \$655,707 will be payable in Sixty (60) monthly installments, with \$12,857 due each month starting with month one (1) through month forty-two (42), and \$6,428.50 due each month starting with month forty-three (43) through month sixty (60). Month 1 will begin upon Service Provider's determination the Services are available for live production use or six (6) month's from the date these Terms and Conditions are executed by the parties, whichever occurs first. The monthly fees shall be due Net-30 from the first of each month, with the first and last month pro-rated accordingly. A late penalty of three percent (3%) per month shall be added to each invoice that is past due. Such fees specifically exclude all taxes. Except as otherwise provided, all fees are quoted and payable in United States dollars. Except as otherwise specified herein, fees are based on services purchased and not actual usage, and the number of subscriptions purchased cannot be decreased during the relevant subscription term. The Customer hereby represents and warrants that it has duly appropriated or otherwise set aside funds in an amount at least equal to the Contract Price to satisfy its payment obligations hereunder.

4.2 Suspension of Service. If Customer's account is past-due (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, Service Provider reserves the right to suspend the Service provided to Customer, until such amounts are paid in full at which time Service will be restored.

5. Proprietary Rights.

5.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, Service Provider reserves all rights, title and interest in and to the Service, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

5.2 Customer Data. As between Service Provider and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data. Customer Data is deemed Confidential Information under these Terms and Conditions. Service Provider shall not access Customer's User accounts, including Customer Data, except to respond to service or technical problems or at Customer's request.

5.3 Restrictions. Customer shall not (i) modify, copy or create derivative works based on the Service; (ii) frame or mirror any content forming part of the Service, other than on Customer's own intranets or otherwise for its own internal business purposes; (iii) reverse engineer the Service; or (iv) access the Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Service.

6. Confidentiality.

6.1 Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the Customer Data, the Service, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

MASTER SUBSCRIPTION TERMS AND CONDITIONS

6.2 Confidentiality Survival. The obligations hereunder with respect to each item of Customer Confidential Information and Service Provider Confidential Information shall survive the termination of these Terms and Conditions.

6.3 Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms and Conditions, except disclosure of Confidential Information shall not be precluded if (i) such disclosure is in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof; provided, however, that the recipient of such Confidential Information shall first have given notice to the other party and shall have made a reasonable effort to obtain a protective order requiring that the information to be disclosed be used only for the purposes for which the order was issued; (ii) such disclosure is necessary to establish rights or enforce obligations under these Terms and Conditions, but only to the extent that any such disclosure is necessary for such purpose and the Disclosing Party was provided prior written notice and the opportunity to obtain an injunction against such disclosure; or (iii) the recipient of such Confidential Information received the prior written consent to such disclosure from the disclosing party, but only to the extent permitted in such consent.

6.4 Protection. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and Confidential Information of like kind (but in no event using less than reasonable care).

6.5 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

7. Warranties & Disclaimers.

7.1 Warranties. Each party represents and warrants that it has the legal power to enter into these Terms and Conditions. Service Provider represents and warrants that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) the Service shall perform materially in accordance with the User Guide; (iii) it owns or otherwise has sufficient rights in the Service to grant to Customer the rights to use the Service granted herein; and (iv) the Service does not infringe any intellectual property rights of any third party.

7.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SERVICE PROVIDER MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. Indemnification. Service Provider agrees to protect, defend, indemnify, and save the Customer, its agents, officials, employees, or any firm, company, organization, or individual to whom the Customer may be contracted, harmless from and against any and all claims, demands, actions, and causes of action of which Service Provider is given prompt notification and over which Service Provider is given control to resolve (*the "Indemnified Matters"*), which may arise on account of illness, disease, loss of property, services, wages, death or personal injuries resulting from Service Provider's willful misconduct or negligence in the performance of the Services hereunder; provided, however, that in no event shall Service Provider be liable for the accuracy or completeness of Customer Data, and under no circumstances shall Service Provider be liable for special, incidental or consequential damages. Service Provider agrees to further indemnify the Customer for all reasonable expenses and attorney's fees incurred by the Customer in connection with the Indemnified Matters.

9. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER HEREUNDER DURING THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

MASTER SUBSCRIPTION TERMS AND CONDITIONS

10. Insurance. Service Provider shall procure and maintain in effect during the term of these Terms and Conditions the following insurance coverages, naming Customer as an additional insured, with an insurance company or companies authorized to do business in the State of California and approved by the Customer with a Best rating of no less than A:VII:

10.1 Workers' Compensation and Employers Liability insurance in accordance with the laws of the State of California with liability limits of Five Hundred Thousand Dollars (\$500,000.00) per accident.

10.2 Comprehensive General Liability and Broad Form Comprehensive General Liability or Commercial General Liability including bodily injury, personal injury, and property damage in the amount of a combined single limit of One Million Dollars (\$1,000,000), each occurrence, and Two Million Dollars (\$2,000,000) in aggregate limit.

10.3 Comprehensive Auto Liability including bodily injury, personal injury and property damage in the amount of a combined single limit of One Million Dollars (\$1,000,000.00). Coverage must include all automobiles utilized by Service Provider in connection with its performance of the services hereunder.

10.4 Service Provider shall endeavor to provide thirty (30) days prior written notice to the Customer in the event of any material change in or cancellation of the policy.

10.5 Service Provider shall give prompt written notice to the Customer of all known losses, damages, or injuries to any person or to property of the Customer or third persons that may be in any way related to the services being provided hereunder or for which a claim might be made against the Customer. Service Provider shall promptly report to the Customer all such claims that Service Provider has noticed, whether related to matters insured or uninsured. No settlement or payment for any claim for loss, injury or damage or other matter as to which the Customer may be charged with an obligation to make any payment or reimbursement shall be made by Service Provider without the prior written approval of the Customer.

11. Term & Termination.

11.1 Term of Terms and Conditions. These Terms and Conditions are in effect from the Effective Date through the Initial Term and/or any Renewal Term, as defined below, unless otherwise terminated.

11.2 Term of User Subscriptions. User subscriptions shall commence upon the Services being made available to Customer for live production use or six (6) months from the date these Terms and Conditions are executed by the parties, whichever occurs first as determined by Service Provider, and continue through the Initial Term, unless terminated earlier in accordance with these Terms and Conditions. Upon completion of the Initial Term or any subsequent Renewal Term, the User subscriptions shall automatically renew for additional one (1) year periods ("**Renewal Term**") at the list price in effect at the time of renewal unless either party gives the other notice of non-renewal at least sixty (60) days prior to the end of the relevant subscription term. However, provided these Terms and Conditions are fully executed prior to March 31, 2013, the pricing for each Renewal Term shall be fixed at \$154,284 per year for the number of workstation licenses provided hereunder, payable in monthly installments of \$12,857.

11.3 Termination. Either party may terminate these Terms and Conditions for convenience at any time for any reason upon at least sixty (60) days advanced written notice to the other party. If Customer terminates these Terms and Conditions, or any individual product being provided herein, at any time from Contract Execution through the first forty-two (42) months of the Initial Term, Customer shall pay one hundred percent (100%) of the remaining applicable fees owed for the Initial Term plus all unpaid implementation fees and third party cancellation fees, if such products and or services are required to be cancelled. If Customer terminates these Terms and Conditions, or any individual product being provided herein, for convenience during months forty-three (43) through sixty (60) of the Initial Term, Customer shall not pay a termination fee, however Customer shall pay for any third party cancellation fees if such third party services are required to be cancelled. If Customer terminates these Terms and Conditions during any Renewal Term, Customer shall be responsible for one hundred percent (100%) of the remaining fees owed for such Renewal Term. If Service Provider terminates for convenience, Customer shall be under no further obligation to pay for continued subscription fees after the effective date of termination as specified in Service Provider's notice to Customer. The termination fees set forth above are not intended as a penalty, but rather a charge to compensate Service Provider for Customer's failure to satisfy the commitment set forth in these Terms and Conditions on which Customer's pricing is based upon.

11.4 Return of Customer Data. Within ninety (90) days after termination of the Services being provided hereunder, Service Provider will provide Customer with a copy of all Customer Data in its native file format as determined by Service Provider. After a copy of the Customer Data has been provided to the Customer, Service Provider shall have no obligation to maintain or provide any

MASTER SUBSCRIPTION TERMS AND CONDITIONS

Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control.

11.5 Surviving Provisions. The following provisions shall survive any termination or expiration of these Terms and Conditions: Sections 4, 5, 6, 7, 9, 11, and 12.

12. General Provisions.

12.1 Relationship of the Parties. Customer and Service Provider are independent contractors under these Terms and Conditions, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

12.2 Notices. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and other communications regarding default or termination of these Terms and Conditions shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. All notices shall be provided to the following addresses:

If to Service Provider:

Tiburón, Inc.
Attention: VP of Contracts
3000 Executive Parkway, Suite 500
San Ramon, California 94583
Phone: 925-621-2700
Fax: 925-621-2799

If to Customer:

Town of Addison
Attention: Director of IT
16801 Westgrove Drive
Addison, Texas 75001
Phone: 972-450-2868

12.3 Waiver. In order to be effective, any waiver of any right, benefit or power hereunder must be in writing and signed by an authorized representative of the party against whom enforcement of such waiver would be sought, it being intended that the conduct or failure to act of either party shall imply no waiver. Neither party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of these Terms and Conditions. No waiver of any right, benefit or power hereunder on a specific occasion shall be applicable to any facts or circumstances other than the facts and circumstances specifically addressed by such waiver or to any future events, even if such future events involve facts and circumstances substantially similar to those specifically addressed by such waiver. No waiver of any right, benefit or power hereunder shall constitute, or be deemed to constitute, a waiver of any other right, benefit or power hereunder. Unless otherwise specifically set forth herein, neither party shall be required to give notice to the other party, or to any other third party, to enforce strict adherence to all terms of these Terms and Conditions.

12.4 Amendments. No amendment or other modification of these Terms and Conditions shall be valid unless pursuant to a written instrument referencing these Terms and Conditions signed by duly authorized representatives of each of the parties hereto.

12.5 Severability. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms and Conditions shall remain in effect.

MASTER SUBSCRIPTION TERMS AND CONDITIONS

12.6 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, Service Provider may assign these Terms and Conditions in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, these Terms and Conditions shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.7 Third Party Beneficiaries. This Terms and Conditions is entered into for the sole benefit of the Customer and Service Provider and, where permitted above, their permitted successors, executors, representatives, administrators and assigns. Nothing in these Terms and Conditions shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to these Terms and Conditions to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with these Terms and Conditions.

12.8 Anti-Discrimination. Service Provider agrees that in performing its tasks under these Terms and Conditions, it shall not discriminate against any worker, employee, or applicant, or any member of the public, because of age, race, sex, creed, color, religion, or national origin, nor otherwise commit an unfair employment practice in violation of any state or federal law.

12.9 Governing Law. This Terms and Conditions shall be governed exclusively by the internal laws of the State in which Customer resides, without regard to its conflicts of laws rules.

12.10 Venue; Waiver of Jury Trial. The state and federal courts located in the County and State of where the Customer resides shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to these Terms and Conditions. Each party hereby consents to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to these Terms and Conditions.

12.11 Entire Terms and Conditions. These Terms and Conditions, including all exhibits and addenda hereto, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of these Terms and Conditions shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of these Terms and Conditions and any exhibit hereto, the terms of such exhibit shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of these Terms and Conditions, and all such terms or conditions shall be null and void.

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MASTER SUBSCRIPTION TERMS AND CONDITIONS

13. Signatures

By signing in the designated space below, the parties hereby represent that the person signing has the authority to enter into these Terms and Conditions and thereby agree to be bound by such:

Customer

Tiburon, Inc.

Signature

Name:

Title:

Date:

Signature

Name:

Title:

Date:

Exhibit A
to
MASTER SUBSCRIPTION TERMS AND CONDITIONS
Quote Document

The Quote Document shall follow this cover page.



DispatchNow CAD Hosted Solution

For

Addison, TX (1)

1- This Quote Document is being provided to the Client subject to the terms and conditions set forth in the Master Subscription Terms and Conditions document, which is attached hereto and incorporated herein by this reference

SUMMARY

DispatchNow Hosted Solution	Monthly Price
DispatchNow CAD Software	\$4,445
DispatchNow WebCAD Software	\$64
DispatchNow CAD Interfaces	\$879
DispatchNow Mobile Software	\$624
Total Enforcement RMS Software	\$6,075
Tiburon Services	Included
Software Maintenance Services	Included
GIS Verification Services	Included
Monthly Circuit Fees	\$770
TOTAL DISPATCHNOW HOSTED SOLUTION - MONTHLY (Months 1-42) FIVE YEAR TERM	\$12,857
TOTAL DISPATCHNOW HOSTED SOLUTION - MONTHLY (Months 43-60) FIVE YEAR TERM	\$6,428.50
ONE TIME SET-UP FEES	\$370,713
GRAND TOTAL - FIVE YEARS TERM	\$1,026,420

The customer is responsible of purchasing and installing premise equipment (server for communication & state interface, desktop computers/OS, site network infrastructure/UPS), Mobile hardware/OS as well as wireless networking infrastructure

***The customer is responsible for the procurement and maintenance of wireless middleware (e.g. Netmotion) and wireless infrastructure**

-Tiburon recommend redundant broadband connections from diverse service providers, which can be a business grade high speed IP broadband connection, including fiber, T1 or business Cable. All options must be approved by Tiburon prior to installation.

The bandwidth requirements for the proposed configuration is the following:

Downstream: 4Mbps

Upstream: 3Mbps

Our proposed solution will use a VPN tunnel over two redundant internet circuits with the following characteristics:

A - Site to Site - Secure VPN Tunnel (Cisco)

- I. A highly secure VPN tunnel between our Cisco firewall at our Hosted Facility (Latisys) and the Cisco router at the client's location (Site).
 - IPSEC protected tunnel
 - 3DES-SHA-Diffie-Hellman Group 2 - Encryption
- II. Two internet circuits from diverse providers, per site, for fail-over/ redundancy.
 - On site router device is pre-configured to automatically switch the VPN tunnel between circuits if one circuit fails.
 - No disruption of system during switch over (un-noticed)

B - Security

Tiburon cloud architecture provides an uncompromised two-level security for hosted solutions.

Application Level Security - FIPS encryption implemented in DispatchNow data packets which is incorporated at the highest level of the OSI stack, before reaching the network streams.

VPN Tunnel Network level Security - Already FIPS encrypted packets are further secured with the 3DES encryption algorithm (168-bit), a strong form of encryption which is widely recommended and used for transmitting sensitive information over the internet (untrusted networks).

Service providers typically include the below service level agreement (SLA) as part of their service offering.

Network Availability Commitment:	99% or above with the exception of schedule maintenance.
Network Latency Commitment:	Average round trip transmission of between PSAP and Hosted site of no more than 100 milliseconds.
Network Packet Delivery Commitment:	99.5% or greater.

If the network performance requirements stated above are not met and/or there is an interruption of the connection, the system operation will be impacted in the following manner:

If there is a network disconnection of greater than 30 seconds between the Host site and the PSAP, the DN workstations will fall into site autonomy operating mode.

In this mode of operation;

1. DN CAD workstations at the PSAP continue to operate and share transactions among themselves.
2. DN CAD workstations continue to support state queries (assuming that the connection to the state is not via the same broadband connection).
3. DN CAD workstations do not have access to the latest transactions performed by Mobile clients until the network connection is re-established (but no transactions are lost).
4. DN workstations do not have access to historical transaction queries until the network connection is restored.
5. Mobile clients continue to operate but do not have access to the latest transactions performed by the DN CAD workstations until the network connection is re-established (but no transactions are lost).
6. The DN database is updated with all transactions executed while in site autonomy mode as soon as the network connection is restored (again, no transactions are lost).

If the network experiences abnormal latency (beyond the specified 100 milliseconds), although the CAD application will continue to operate and deliver all features & functionality, the CAD user will experience slow application response to requested transactions (e.g. response or unit status update) until this latency condition is removed.

Tiburon is not responsible for performance degradation resulting from network performance falling outside of the requirements stated above.

- The customer is responsible to provision a wireless connection for mobile traffic. Tiburon anticipates that the customer will use a broadband public wireless service. Private networks can also be supported. Please contact us for more information.

Notes	Description	Quantity	HGAC Price*	Monthly Total
TIBURON HOSTED SOLUTION - DispatchNow				
1, 2, 3, 4, 13	DispatchNow CAD Software			Monthly
	CAD Workstation Licenses	5	\$635	\$3,175
	CAD Workstation Limited Use Licenses (EOC)	2	\$318	\$635
	CAD Workstation Licenses (training/testing)	1	\$635	\$635
	ANI/ALI Interface	1	Included	Included
	Rip and Run Module	1	Included	Included
	MIS Reporting	1	Included	Included
	Interface to customer existing netclock	1	Included	Included
	XDC (email and paging)	1	Included	Included
	Pictometry Interface	1	Included	Included
			Subtotal	\$4,445
	DispatchNow WebCAD Software			Monthly
	WebCAD Concurrent Client Licenses	2	\$32	\$64
			Subtotal	\$64
1	DispatchNow CAD Interfaces			Monthly
	DispatchNow CAD State Interface	1	\$193	\$193
	DispatchNow CAD Firehouse Interface	1	\$193	\$193
	DispatchNow CAD Motorola Gold Elite Interface	1	\$300	\$300
	DispatchNow CAD Zoll Export Interface	1	\$193	\$193
			Subtotal	\$879
1, 6	DispatchNow Mobile Software			Monthly
	Mobile Client Licenses (Police)	19	\$24	\$456
	Mobile Client Licenses (Fire)	7	\$24	\$168
			Subtotal	\$624
1	Total Enforcement RMS Software			Monthly
	RMS User Licenses	75	\$81	\$6,075
			Subtotal	\$6,075
10, 11, 12	Tiburon Services			Monthly
	Deployment Services - Remote			Included
	CAD Remote Admin Training Services - 5 days, max of 4 students			Included
	CAD Remote Recommendations Training - 3 days, max of 4 students			Included
	CAD Onsite Train The Trainer Training Services - 4 days, max of 8 students			Included
	Mobile Remote Admin Training Services - 1 day, max of 4 students			Included
	Mobile Remote Train The Trainer Training Services - 1 day, max of 8 students			Included
	RMS Remote Admin Training Services - 5 days, max of 4 students			Included
	RMS Onsite Train The Trainer Training Services - 4 days, max of 8 students			Included
			Subtotal	\$0

Notes	Description	Quantity	HGAC Price*	Monthly Total
Software Maintenance Services				Monthly
	Help Desk Services			Included
	Software Upgrade Services			Included
			Subtotal	\$0
14	Monthly Circuit Fees			
	Recurring fees for Fiber DIA connection			\$627
	Recurring fees for back-up cable circuit			\$144
			Subtotal	\$770
MONTHLY TOTAL - FIVE YEAR TERM				\$12,857

Notes	Description	Quantity	Total
1, 5, 7, 8, 9, 15	Tiburon Upfront Fees		Upfront
	One time Hosted Set-up fees	1	\$220,713
	One time State Interface setup fees	1	\$10,000
	Contingency for Additional CommSys Queries/Development Charges	1	\$8,500
	TE RMS UCR Interface	1	\$15,000
	TE RMS Citation Module interface to 3rd Party ticket writer system	1	\$15,000
	Total Enforcement RMS Brazos Impound Interface	1	\$5,000
	Total Enforcement RMS Mentalix Fingerprint System Interface	1	\$15,000
	One time circuit setup fees	1	\$1,500
	CAD Data Conversion	1	\$30,000
	RMS Data Conversion	1	\$50,000
	Subtotal		
ONE TIME UPFRONT FEES			\$370,713

TIBURON OPTIONAL ITEMS

Notes	Description	Quantity	HGAC Price*	Monthly Total
1	DispatchNow CAD Interfaces			Monthly
	DispatchNow CAD Brazos Interface for TLETS data from Mobile	1		\$193
	DispatchNow CAD 3rd Party Mobile Interface	1		\$600
			Subtotal	\$600

Notes	Description	Quantity	HGAC Price*	Monthly Total
Notes	Description	Quantity		Total
1	Total Enforcement RMS Interfaces			Upfront
	Total Enforcement RMS Laserfiche Interface	1		\$22,500
			Subtotal	\$22,500

**HGAC pricing are applied only on DispatchNow CAD & Mobile. Tiburon is in the process of adding Tiburon Law RMS to the HGACBuy Cooperative Purchasing Program as part of Tiburon's solution.*

Notes

Note 1 Hosted Solution pricing includes Help Desk plus Software Updates

Based on this solution, Tiburon is recommending the following minimum HW specs:

CAD Workstations

- HP Compaq 8200 Elite series
- Windows 7 64 bit OS
- Intel core i5 @ 3.3Ghz
- 4GB RAM
- 500GB 7200rpm HDD
- PS/2 mouse
- PS/2 keyboard
- 1 Integrated LAN port
- DVD drive
- Remotely Anywhere Workstation License
- 2 LCD 23" Display

DN Server Hardware

- HP Proliant DL360p Gen8
- 2 x Intel® Xeon® E5-2xxxx (6 core, 2.3 GHz)
- 32 GB RAM
- 4 x HP 300GB 6G SAS 15K rpm SFF (2.5-inch) SC Enterprise
- 4 x 1Gb Ports
- DVD drive
- ESXi 5.1 Operating System
- 6 x Windows 2008 licenses
- 1 x SQL 2008 R2 x64 Standard license
- * A bootable VMware ESXi USB flash drive will be provided along with instructions in order to install the OS on the onsite server.

Mobile MDTs: (if option is selected)

- Intel Core 2 Duo SL9300 Processor, 1.6GHz
- Minimum 2 GB DDR2-SDRAM
- Free Serial Connection port (AVL device connection)
- Speed wireless Air Cards (HSDPA, 3G cards)
- Windows XP SP3

RMS Workstations (minimum required specifications)

- Dell OptiPlex 390 - MT - 1 x Core i5 2400 / 3.1 GHz - RAM 4 GB - HDD 1 x 500 GB - DVD±RW
- Windows 7 Professional 64-bit
- Microsoft Office Professional 2010 (optional)

RMS Laptops (minimum required specifications)

Dell Latitude E5520 - Core i5 2520M / 2.5 GHz - Windows 7 Pro 64-bit - 4 GB RAM - 320 GB HDD
Windows 7 Professional 64-bit
Microsoft Office Professional 2010 (optional)

Barcode Reader for DN Mobile/RMS on Mobile clients:**Laser Scanner**

1- Honeywell manufactured by Metro Technologies
<http://www.barcodeplanet.com/honeywell/ms4980.htm?aw&gclid=CJXG5ruCsacCFQ12gwodSUoIDQ>

Model # : MS4980

Uses HWMS4980Ctrl.dll that has been developed to read the serial port .

2- Symbol technologies

<http://cgi.ebay.com/Lot-3-Symbol-Laser-Barcode-Scanner-MS-2204-1000R-/120691533866>

Model # : MS-2204-1000

Uses SSIdll.dll

Magnetic Reader

1-Company : MagTek

Barcode Reader for desktop RMS clients (Records Property, etc)

HoneyWell 4810LR

<http://www.l-trondirect.com/Honeywell-4810LR-Compact-Area-Imaging-Scanner-p/4810lr-153-ltrk.htm>

If a rugged bluetooth device is needed (Property & Evidence): DataLogic PBT7100

http://www.adc.datalogic.com/PowerScan-PBT7100_psc_prd183_4.html

RMS SAN Storage

HP StoreEasy 1430 8TB SATA Storage

http://shopping1.hp.com/is-bin/INTERSHOP.enfinity/WFS/WW-USSMBPublicStore-Site/en_US/-/USD/ViewProductDetail-Start?ProductUUID=ltYQ7EN57IQAAAE6HDhsyzpT&CatalogCategoryID=sxQQ7EN6TcYAAAEuwJIVgV46&Jum pTo=OfferList

The customer is responsible for loading all the required Microsoft OS for on-site servers and clients.
Customer's responsibility is to price, order, stage, install and maintain all PSAP and mobile hardware, software and network components.

The customer is responsible for providing their own netclock solution.

For optimal CAD, Mobile & RMS applications performance, these applications should function in a controlled environment on hardware that meets or exceeds the specifications mentioned in this quotation

The customer shall inform Tiburon of any 3rd party applications not purchased from Tiburon that the customer intends to operate on the same machine as Tiburon's CAD, Mobile & RMS applications. If the product is unfamiliar to Tiburon, the customer will request of its 3rd party vendor to provide technical information on its application. If Tiburon deems that certification testing is required to guarantee co-existence of the 3rd party application with the Tiburon application(s), certification services are outside the scope of this offer and shall be quoted separately.

Note 2 The MSI and XDC servers will be located at customer premises. The remaining DispatchNow servers will be hosted at Tiburon's facility.

Note 3 DispatchNow's Map module is a Map viewing software. Customer must supply and maintain GIS data. GIS Data must be ESRI .shp format that conforms to guidelines provided by Tiburon.

In order to ensure timely delivery of the customer order, GIS data is required to be delivered to Tiburon as soon as possible after the order is placed.

A MAP Configuration Tool is included in the our offering.

Note 4 It is understood that special purpose CAD client licenses are used for one of the following applications:

- Critical incident/backup center CAD client licenses are used to handle extenuating circumstances as center opposed to normal operation at the communications
- Training CAD client licenses for training environment
- Test CAD client licenses for test environment

Note 5 Tiburon Inc. plans to utilize the CommSys ConnectCIC state interface middleware product for the interface to the Texas(TLETS) message switch for state and local transactions respectively. This quote is dependant on the Texas (TX) TLETS NCTCIC (North Central Texas Crime Information Center) transactions being run through the TLETS message switch and will not require an additional connection to the regional system.

ConnectCIC is a CommSys standard product

Note 6 Mobile Data Terminals (MDT) and MDT mounting equipment are not included. They must be supplied and installed by the customer.

GPS equipment, antennas, adapters, etc. are not included. They must be supplied and installed by the customer. NMEA standard GPS are required.

Note 7 Import of citation data from Brazos to Total Enforcement will be supported. This import of citation data will allow the users to view and query the citation information in Total Enforcement RMS. Full scope of the interface will be defined post contract signing when API documentation is received from Brazos and a full assessment can be performed.

Note 8 Import of impound data from Brazos to Total Enforcement will be supported. The import of impound data will allow the users to view and query the impound information in Total Enforcement RMS. Full scope of the interface will be defined post contract signing when API documentation is received from Brazos and a full assessment can be performed.

Note 9 A bi-directional interface will be supported with the Mentalix Fingerprint Scan System. Full scope of the interface will be defined post contract signing when API documentation from Mentalix is provided and a full assessment performed.

Note 10 Installation costs cover the installation of 5 Mobile/AVL clients provided that the MDTs can be removed from the vehicles and connected to the PSAP's LAN.

Otherwise, customer is responsible for installing the MDT's according to instructions provided by Tiburon.

This quote assumes that all Mobile Data Computers will be in one central location for ease of installation.

Mobile Installation charges do not cover in-car installation. Computer installation in vehicles is assumed to be performed by the customer's vehicle maintenance organization.

Note 11 Customer is responsible to perform configuration data entry based on training provided by Tiburon based on data entry milestone timelines specified at the project kickoff meeting.

Note 12 Tiburon will provide a Business Process Review to define policies, and works flows for RMS training.

Note 13 The bandwidth requirements for the proposed configuration is the following (does not include any optional items):
Downstream: 4Mbps
Upstream: 3Mbps

Please note that additional data circuits bandwidth may be required if additional licenses are purchased. The additional data circuits bandwidth will be calculated/priced at the moment of the additional licenses order.

Note 14 Our proposed solution will use a VPN tunnel over two redundant internet circuits with the following characteristics:

A - Site to Site - Secure VPN Tunnel (Cisco)

- I. A highly secure VPN tunnel between our Cisco firewall at our Hosted Facility (Latisys) and the Cisco router at the client's location (Site).
 - IPSEC protected tunnel
 - 3DES-SHA-Diffie-Hellman Group 2 - Encryption
- II. Two internet circuits from diverse providers, per site, for fail-over/ redundancy.
 - On site router device is pre-configured to automatically switch the VPN tunnel between circuits if one circuit fails.
 - No disruption of system during switch over (un-noticed)

B - Security

Tiburon cloud architecture provides an uncompromised two-level security for hosted solutions.

Application Level Security - FIPS encryption implemented in DispatchNow data packets which is incorporated at the highest level of the OSI stack, before reaching the network streams.

VPN Tunnel Network level Security - Already FIPS encrypted packets are further secured with the 3DES encryption algorithm (168-bit), a strong form of encryption which is widely recommended and used for transmitting sensitive information over the internet (untrusted networks).

Note 15 The data to be converted and loaded into CAD & RMS will be sourced from the customer's existing CAD & RMS Total Command system. Customer will provide the extracts of the data in an agreed acceptable format to Tiburon for conversion.

The following data must be converted and loaded:

1. CAD Premise Information - Historical events from a location
2. CAD Location/Hazard Information (4469 records)
3. CARS Data-warehouse
4. RMS Master Name
5. RMS Master Location
6. RMS Event/Incidents
7. RMS Property
8. RMS Case and Arrest
9. ARS Narrative - will be imported into RMS (into the Event Narrative)
10. ARS Supplement - will be imported into RMS (into the Event Narrative, as an Add-on Narrative)
11. False Alarm – Alarm incidents along with permit information (location/contact info/permit #) will be imported into RMS (other than accounts receivables)
12. Special Flags – will be imported into RMS (into Alerts)
13. Field Interview – will be imported into RMS (into the Field Interview module)
14. Juvenile Records – will be imported into RMS (into the Case Module, classified as Juvenile cases with restricted access)
15. Pawn Property - will be imported into RMS (into the Property Module, classified as Pawn)
16. The RMS Property module includes Evidence
17. The Motorola/Symbol scanner is compatible with the barcode reader for the Property Module. This scanner doesn't have the parsing capability to read Driver License or Vehicle Registrations.
18. ARS Supplement - will be imported into RMS (into the Event Narrative, as an Add-on Narrative)

The following data will **NOT** be imported:

1. Common Place Names – will be handled by Addison Texas GIS resource by creating a GIS layer for Common Place Names.
2. Alarm Workflow - is configurable within RMS, the workflow will not be imported from ARS

Limitations of Data Conversion

Tiburon will apply its best efforts to convert the data as identified above. In some cases conversion of all requested data to the new system may not be possible. For example, in the event the source data element does not have an equivalent field in DispatchNow CAD or TE RMS, that data element will not be migrated.

Data will be converted as is and will not be changed/cleaned during the process



Terms

PRICING All prices are in U.S. Funds.
Taxes, if applicable, are extra.

Upon Customer's acceptance of this Quote Document, Company shall begin preparation of an implementation schedule, to be mutually agreed upon by the parties.

Pricing based on a 60 month commitment.

PAYMENT One time payments payable upon contract signature.
Monthly payments due the sooner of system Go Live or 6 months after contract signature.

VALIDITY 120 days

Approval Signature

By signing in the space provided below, I am representing that I am authorized to sign on behalf of Customer:

Signature

Date

Revision History

Revision Level	Reason for Revision	Date Revised
-	Original	July 3, 2012
A	Updated quote	August 16, 2012
B	added ANI/ALI and XDC	August 20, 2012
C	Added data conversion	August 28, 2012
D	Modified description	August 30, 2012
E	Updated quote	January 23, 2013
F	Added circuit pricing	January 31, 2013
G	Added Data Conversion	February 13, 2013

Exhibit B
to
MASTER SUBSCRIPTION TERMS AND CONDITIONS
Maintenance and Support Guidelines

The Maintenance and Support Guidelines shall follow this cover page.

Hosting Maintenance and Support Guidelines

Technical Support Services..... 2

Help Desk Service 2

Help Desk Call Taking Process..... 2

Escalation Procedure 2

Table A: Ticket Priorities and the Service Level Agreement (SLA) 4

Software Updates Program 5

Product Specialist and Training Services..... 5

Customer Responsibilities..... 5

Exclusions to Technical Support Services 7

Technical Support Services

Service Provider's Technical Support Services department consists of technical specialists dedicated to providing the highest level of technical support services to its Customers.

Technical Support Services include the Help Desk Service, Software Updates Program, Product Specialist Services and Training Services.

The Help Desk Service and Software Updates Program are provided on a per-product basis and available on an annual or multi-year basis as detailed in the Customer Quotation.

Help Desk Service

The Help Desk service includes technical support on products purchased from Service Provider including Service Provider licensed products and 3rd party products.

The Help Desk provides 24 x 7 technical support to Customers for all Service Provider products. The Help Desk is staffed by technical specialists, backed by 24 x 7 engineering support to handle high priority issues.

High priority issues that cannot be addressed expediently by the technical specialists alone are assigned to the 24 x 7 engineering support staff. If the issue cannot be addressed within the defined service level agreement (SLA) in Table A, an escalation process is automatically triggered involving senior management in order to take immediate action calling upon product experts as needed. This level of specialized technical support ensures timely, accurate and effective support for Service Provider's Customers.

For urgent and high priority tickets (see Table A), Customers are requested to contact the Help Desk by phone in order to obtain immediate technical support using the following toll-free number; **1 (877) 441-4648**.

For routine and lower priority tickets (see Table A), Customers are encouraged to send an email to DispatchNowSupport@tiburoninc.com which includes caller contact information, site identification, affected product and a short problem description. An email reply will acknowledge that Service Provider has received the Customer's email. A Help Desk representative will contact the Customer with a ticket # and status within the timeframes defined in the SLA (see below for details).

Help Desk Call Taking Process

When a Help Desk call is received, it is answered by a Help Desk representative. The representative takes the caller's general information such as caller contact information, site identification, affected product and a short problem description. Based on the priority definitions detailed in Table A, the caller advises the Help Desk representative on the priority of the issue. The caller is given a ticket reference number and is passed onto a Help Desk technical specialist for problem investigation and resolution. If there are no Help Desk technical specialists available to immediately take the call, the caller is called back within the agreed upon SLA.

The Help Desk technical specialist will work over the phone and through remote high speed facilities (e.g. Cisco VPN, Sonic Wall, Remotely Anywhere, Remote Desktop) to troubleshoot and resolve the issue. The ticket is only 'closed' by Service Provider upon positive confirmation from the Customer.

Escalation Procedure

When the call-back SLA specified in Table A is not met, the Help Desk is instructed to escalate the ticket to the people identified below and advise the Customer that this escalation is in progress. Should the Customer not receive a call from the Help Desk within the call-back SLA, the Customer is free to contact the following escalation contacts directly (in the order indicated):

TITLE	PHONE
Help Desk Team Leader	(514) 916-0199
Sr. Manager Technical services	(514) 804-9334
Sr. Manager, SW Development	(514) 916-3995
VP Products	(514) 916-0423

Internal escalation is automatically triggered in the timeframes defined in the last two columns of Table A in order to ensure that high priority tickets are resolved as quickly as possible.

Note:

The call-back time is defined as the interval of time from the moment Service Provider Help Desk received a call for service to the moment a Service Provider technical specialist contacts the site.

Table A: Ticket Priorities and the Service Level Agreement (SLA)

The following table defines our standard ticket priorities and their respective response service level agreement (SLA):

PRIORITY	PRIORITY DEFINITION	SLA FOR CALL BACK BY TECHNICAL SPECIALIST WITHIN	PROBLEM RESOLUTION	TEAM LEADER ESCALATION (FROM CALL BACK TIME)	SENIOR MANAGEMENT ESCALATION (FROM CALL BACK TIME)
(1) URGENT	<u>Severe Operational Impact:</u> The system is not operational or the Customer's operation is severely impaired.	15 MINUTES	Technical specialists are mobilized immediately and work 24 x 7 to provide a workaround. If applicable, a permanent solution is worked on as a high priority until delivered.	IMMEDIATE	1 HOUR
(2) HIGH PRIORITY	<u>Major Operational Impact:</u> The loss of functionality that impairs the Customer's normal operation but essential services are still supported.	1 HOUR	Technical specialists are mobilized immediately and work 24 x 7 to provide a workaround. If applicable, a permanent solution is worked on to be delivered in the next available release.	4 HOURS	START OF NEXT BUSINESS DAY
(3) ROUTINE	<u>Limited Operational Impact:</u> The loss of a non-essential functionality or a failure that is limited to a subset of users.	8 HOURS	Technical specialists are mobilized during office hours. If applicable, a permanent solution is scheduled to be delivered in a future product release.	NOT APPLICABLE	NOT APPLICABLE
(4) LOW	<u>No Operational Impact:</u> The loss of a non-essential functionality or a failure that has no operational impact.	NEXT BUSINESS DAY	Technical specialists are mobilized during office hours. If applicable, a permanent solution is scheduled to be delivered in a future product release or a commercially reasonable effort is made to provide a workaround solution.	NOT APPLICABLE	NOT APPLICABLE
(5) INQUIRY	<u>Request for Information</u> General questions and technical inquiries on the expected behavior and capabilities of the product and/or enhancement recommendations.	2 BUSINESS DAYS	Technical specialists respond during office hours.	NOT APPLICABLE	NOT APPLICABLE

Software Updates Program

If the Customer has purchased the Software Updates Program, the Customer will be entitled to receive new General Availability (GA) releases of the Service Provider licensed software products purchased by the Customer.

The Software Updates Program provided hereunder does not include any of the following:

- (a) Installation, configuration and training services. Upon reasonable notice from the Customer, Service Provider will provide a Quote Document to the Customer on a time and materials basis at Service Provider's then current rates for such services;
- (b) Modifications or customization of the Software other than corrections of Defects made or provided under these Maintenance and Support Guidelines;
- (c) Consultation for new programs or equipment;
- (d) Correction of problems, and assistance regarding problems, caused by operator errors, including but not limited to the entry of incorrect data and the maintenance of inadequate backup copies and improper procedures; and/or
- (e) Correction of errors attributable to software other than the licensed Software.

Upgrade of the Customer's Hardware, Operating System, and/or third party software may be required from time to time to support New Releases, Maintenance Releases or Upgrades of the Software. The Customer shall be solely responsible for the cost of such upgrades unless expressly stated otherwise.

Product Specialist and Training Services

Customer may contact the Help Desk to request the services of Product Specialists and Trainers. The Help Desk will direct the call to the appropriate technical services representative to provide details on the services offered and their associated rates and to schedule resource availability.

Customer Responsibilities

- (a) **Technical Service Tickets** The Customer shall provide all information requested by Service Provider necessary to complete its Technical Support Services form for each request for technical services, Enhancements, and Out of Scope Services.
- (b) **Remote Access** The Customer will facilitate high speed 512Kbps or greater remote VPN access for Service Provider to access the servers and workstations at the Customer Site. Remote access will require the use of interactive applications including but not limited to PC Anywhere, Remote Desktop, VNC, telnet, *secure shell* (ssh) , and application-level TCP/IP socket connectivity as determined necessary by Service Provider. Service Provider personnel will require local administrative control of all servers and workstations involved in Service Provider implementation. In addition,

Service Provider requires the ability to dynamically upload/download files to the server(s) without third-party intervention. Service Provider technicians may need remote access to the System to analyze the System configuration, aid in problem analysis or to modify the System configuration for a problem work-around. Remote access may also be used for transmission of Software updates to the Customer. Remote access must be available twenty-four (24) hours a day, seven (7) days a week.

Service Provider's request to halt any System functionality shall require the Customer's appropriate management approval. Service Provider shall not perform any service-affecting activity without informing the Customer's appropriate management in advance and receiving proper authorization.

Service Provider recognizes the need for security of remote access facilities. Service Provider shall work within the Customer's security guidelines whenever possible. If the Customer's remote access facility is dysfunctional, Service Provider shall not be held liable for response times.

Service Provider shall not be responsible for any costs relating to the procurement, installation, maintenance and use of such equipment and all associated telephone use charges. Service Provider shall use the data connection solely in connection with the provision of its services hereunder. The Customer may be required to run tests deemed necessary by Service Provider following each remote access as requested by Service Provider.

(c) **Access** The Customer shall provide Service Provider's personnel or its local service provider with full access to their site at all required times.

(d) **Maintenance and Back-Ups** The Customer shall ensure that maintenance and back-up activities relating to the Service Provider proprietary software and the System, including without limitation backing up databases and journal logs, purging out of date records and running reports and performing diagnostics, are timely carried out.

(e) **Data Input** The Customer shall enter, update and maintain the input data as required for satisfactory operation of the Service Provider proprietary software, and be responsible for the accuracy of all Customer-provided data.

(f) **Third-Party Product Support** Unless otherwise agreed, the Customer shall obtain, pay for and maintain in effect during the term of this Agreement the technical support contracts for certain third party products as specified by Service Provider, and shall ensure that, in addition to authorizing the Customer to request support services there under, each such support contract also expressly authorizes Service Provider to request support services there under on the Customer's behalf.

(g) **System Security** The Customer shall ensure that the security of the System conforms in all respects to the federal, state, and/or local mandated law enforcement telecommunications requirements.

(h) **System Change, Alteration, or Modification** The Customer shall ensure that, with respect to the Service Provider proprietary software, such software is installed only on the authorized server and workstations and only at the authorized site. The Customer shall ensure that each authorized site conforms in all respects to the site specifications as required by Service Provider. The Customer shall ensure that no change, alteration or modification is made to the System configuration without the express prior written consent of Service Provider; provided, however, that said consent is not intended to constitute in

any manner Service Provider's approval, certification, endorsement, or warranty of the System configuration or System performance.

(i) **Database Administration Change Authorization** Customer shall maintain a system to ensure that only authorized personnel have the ability to perform database administration activities and that a list of all such authorized personnel (and any updates thereto) be promptly delivered to the Service Provider's Technical Support Services department. Database administration shall be in compliance with Service Provider provided guidelines. Service Provider cannot assist Customer personnel other than those on the most current authorization list.

(j) **Authorized Customer Representative** The Customer shall designate, in a written notice a single individual to act as the Customer's authorized representative for purposes of these Maintenance and Support Guidelines. Such individual (a) must be authorized to act on the Customer's behalf with respect to all matters relating to these Maintenance and Support Guidelines; (b) shall ensure the Customer's compliance with its responsibilities under these Maintenance and Support Guidelines; and (c) shall coordinate appropriate schedules in connection with Service Provider's services under these Maintenance and Support Guidelines. The Customer may change the individual designated hereunder by providing Service Provider advance written notice designating the new individual authorized to act as the Customer Representative.

(k) **Technical Support Coordinators** The Customer shall designate, in a written notice one or more individuals to act as the Customer's technical support coordinator (a "Technical Support Coordinator"). The Customer shall ensure that each Technical Support Coordinator designated hereunder shall have received the appropriate Service Provider proprietary software and System training and shall otherwise be familiar with the Service Provider proprietary software and the System. The Customer shall ensure that, at all times, a Technical Support Coordinator is available (a) to screen operational assistance calls and handle operational problems, where appropriate; (b) to provide access to the System as required; and (c) to provide on-site technical assistance as required by Service Provider to aid Service Provider in performing its services hereunder. The Customer may change any individual designated hereunder by providing Service Provider with advance written notice designating the new individual authorized to act as a Technical Support Coordinator.

(l) **Training** The Customer shall ensure that all Technical Support Coordinators and other personnel have received appropriate training on the Service Provider proprietary software and the System, and otherwise maintain sufficient personnel with sufficient training and experience to perform its obligations under these Maintenance and Support Guidelines.

(m) **Error Reproduction** Upon detection of any error in any of the Service Provider proprietary software applications, the Customer shall provide Service Provider a listing of command input, resulting output and any other data, including databases and back-up systems, that Service Provider may reasonably request in order to reproduce operating conditions similar to those present when the error occurred.

Exclusions to Technical Support Services

The following services are outside the scope of the Technical Support Services provided by Service Provider and may result in additional charges, on a time and material basis:

- (a) Repair of damage or the increase in service time due to any cause external to the System which adversely affects its operability or serviceability, including but not be limited to, fire, flood, water, wind, lightning, and transportation of the System from one location to another;
- (b) Repair of damage or the increase in service time caused by failure to continually provide a suitable installation environment, including, but not limited to, the failure to provide adequate electrical power, air conditioning or humidity control, or the Customer's improper use, management or supervision of the System including, without limitation, the use of supplies and accessories. Proper use and environmental requirements are determined by the Product documentation;
- (c) Repair of problems caused by the use of the System for purposes other than for which it is designed;
- (d) Repair of problems caused by changes to the Hardware and/or the network made without obtaining Service Provider's prior approval;
- (e) Repair or replacement of any item of the System which has been repaired by others, abused or improperly handled, improperly stored, altered or used with third party material, software or equipment, which material, software or equipment may be defective, of poor quality or incompatible with the System, and Service Provider shall not be obligated to repair or replace any component of the System which has not been installed by Service Provider or a Service Provider authorized technician;
- (f) Removal, relocation and/or reinstallation of the System or any component thereof;
- (g) Diagnosis time directly related to unauthorized components and/or misuse of the System, whether intentional or not;
- (h) Any design consultation such as, but not limited to, reconfiguration analysis, consultation with the Customer for modifications and upgrades which are not directly related to a problem correction;
- (i) Provision of any operational supplies, including by not limited to, printer paper, printer ribbons, toner, printer cartridges, photographic paper, magnetic tape and any supplies beyond those delivered with the System;
- (j) Repair of problems caused by computer / network security breaches and/or virus attacks;
- (k) Repair or replacement of any Hardware not purchased from Service Provider and explicitly covered by a Service Provider warranty or maintenance program.

Council Agenda Item: #R6

AGENDA CAPTION:

Presentation, discussion and consideration of approval of a contract with the Active Network for providing Cloud based SaaS (Software as a Service) Activity and Participant Management solutions to the Town.

FINANCIAL IMPACT:

Budgeted Amount: \$60,000

Cost: \$14,605

This item is budgeted in the Information Technology Replacement Fund.

BACKGROUND:

ACTIVE Network with deep expertise in Activity and Participant Management provides Cloud technology services to help organizers transform and grow their businesses. Through their services, Organizers will improve event management, enhance participant experience, secure payment process, and robust ROI measurement and reporting.

Their services include the following modules:

- ¹ Online registration
- ¹ Payment Management
- ¹ Reservations & Ticketing
- ¹ Financial Management
- ¹ Event & Activity Management
- ¹ Point Of Sale
- ¹ Donations & Fundraising
- ¹ Merchandise
- ¹ Membership Management
- ¹ Call Center Services
- ¹ Facility & Resource Management

Town existing registration software was purchased in 2000 and it's being used at the Addison Athletic Club.

RECOMMENDATION:

Staff recommends that the Council authorize the City Manager to enter into a contract with the Active Network for providing Cloud based SaaS (Software as a Service) Activity and Participant Management solutions to the town in the amount of \$14,605 subject to the City Attorney's final approval.

COUNCIL GOALS:

Create raving fans of the Addison Experience, Mindful Stewardship of Town Resources, Maintain and enhance our unique culture of creativity and innovation, Brand Protection and Enhancement, Look for Operational Efficiencies without cutting services

ATTACHMENTS:

Description:

 [Exhibit](#)

 [Contract](#)

Type:

Cover Memo

Cover Memo

INTEROFFICE MEMO

DATE: 02/06/2013
TO: HAMID KHALEGHIPOUR
FROM: SHERYL DONIHOO
RE: ACTIVE NETWORK SOFTWARE AS A SERVICE AGREEMENT

Here are a few questions regarding the agreement:

1. Transactions fees are currently quoted as follows:

Online Credit Card - .0650 plus \$1.00 per transaction

In-house Cash/Check/EFT - .020

In-House Credit Card Transactions - .0450 plus .25 per transaction

How often can rate be increased and is there a cap for a not to exceed amount of increase?

2. Active Network offers a .50 reduction on the online credit card per transaction fee amount if users subscribe to magazine. Need to ensure it is stated we do not want this option and at no time should users see this fee or solicitation for magazine subscription.
3. We have choice on whether the Town absorbs the processing fee or it is passed to customer. Need to ensure our choice is stated.
4. Initial setup costs are based on an assumption of how many hours needed. Need to note that if it takes less hours than quoted, we are only charged for hours actually used.
5. Ensure a list of modules included in pricing
 - a. Activity Registration
 - b. Daycare/Child Care/Flexible Registration
 - c. Facility Reservations
 - d. League Scheduling
 - e. Membership/Pass Management
 - f. Point of Sale
 - g. Public Access

Software as a Service Agreement

This Software as a Service Agreement ("Agreement") is made effective as of February 7, 2013 (the "Effective Date") and entered into between The Active Network, Inc., 10182 Telesis Court, San Diego, CA 92121 ("TAN" or "we" or "us") and the Town of Addison ("you" or "your" or "Client"). The parties agree as follows:

1. **Services.** TAN will provide you access to its software as a solution product ("Software") as well as services and support ("Services") related to your events, camps, licenses, classes, tickets, facility/equipment use, transactions, sales, memberships, reservations, donations, and/or activities (together, "Events"). The features, services, options, and fees are described more fully in schedule(s) to this Agreement (each, a "Schedule"). The initial Schedule is attached hereto as Exhibit A. Each additional Schedule must be signed by both parties and will be governed by this Agreement. You agree to provide us with certain information relating to your organization as necessary for us to provide the Software and Services. Software provided under this Agreement is deemed delivered when made available to you.

2. **License to Intellectual Property/Promotion.** a) TAN retains all right, title, and interest in and to its Software and Services and any underlying software subject to the limited license provided by this Agreement.

b) TAN hereby grants to you a limited, non-exclusive, non-transferable license (i) to use the Software and Services solely in accordance with the Schedule and this Agreement, and (ii) to display, reproduce, distribute, and transmit in digital form TAN's name and logo solely for the purposes set forth in this Section 2. You hereby grant to TAN a limited license to use information provided by you relating to your organization, which may include your organization's name, trademarks, service marks, and logo, in connection with the promotion of your organization or Events.

c) You will make reasonable efforts to promote and encourage the use and availability of the Software in connection with the promotion of your Events for which you are using the Software and Services. You will include TAN's name and logo in newsletters, printed registration forms or mailings provided by you to prospective participants (e.g., by inserting the following statement in any online or print media related to your Event: "Online Registration Powered by Active.com"). TAN will be the sole and exclusive provider of registration services similar to the Software and Services provided to Client hereunder for each Event for which you are using TAN's Software and Services during the term of this Agreement.

d) You agree to receive notifications regarding free product, promotional items, and giveaways at your Event(s) or facility(ies), but you may opt not to receive the items from TAN. Registrants of your Events may opt-in to receive information, items, or promotions/deals from TAN; we will be responsible for providing customer service for any such offers.

e) Each party agrees to comply with all applicable laws, rules, and regulations relating to such party's obligations hereunder.

3. **Information Collection.** TAN collects certain information from individuals as part of the registration process for your Events. You may login to our data management system to access this information. You are responsible for the security of your login information and for the use or misuse of such information by users authorized by you to use the Software and Services. You will immediately notify TAN in writing if any such users are no longer authorized. Both parties agree to use the collected information in compliance with (i) all applicable laws, rules and regulations, including, without limitation, those governing online privacy and use of credit card data (i.e. using credit card information only for purposes authorized by the cardholder); (ii) applicable Payment Card Industry Data Security Standards; and (iii) TAN's privacy policy as published on its website.

4. **Fees.** a) Client will pay the fees as more fully described in the applicable Schedule. For registration Software, unless otherwise set forth on the applicable Schedule, TAN will collect registration fees charged by you from individuals who register for your Events online, for the purposes of card association rules, as a merchant of record but not a seller of record. TAN will remit those sums to you, net of chargebacks and any other offsets, bi-weekly unless otherwise set forth in the applicable Schedule, less TAN's service fees as set forth in the applicable Schedule. TAN may suspend its performance hereunder, including remitting payments, in the event it reasonably believes that the Software or Services are being used for fraudulent or other suspect purposes. If you have agreed to a minimum volume commitment in a Schedule, TAN also has the right to charge fees owed to it by you if your organization does not meet the agreed volume commitments and may collect those fees by issuing an invoice or by offsetting the deficiency from any account balance you maintain with TAN. Any minimum volume commitment calculations will begin on the date that the Software is live for your Event(s). TAN may also reimburse itself for any chargebacks, returned items or overdue fees owed by you out of the registration fees it collects on your behalf by offsetting your account. If the Schedule indicates that you are paying on a subscription basis, you will be invoiced for the first year of subscription fees upon the first live operational use of the Software ("Go-Live Date"), with subsequent annual subscription fees being invoiced upon each anniversary of Go-Live Date. Payment of subscription fees are due within thirty (30) days of your receipt of an invoice. All fees and prices are in United States Dollars unless otherwise specified.

b) All fees that are not directly collected by TAN as part of registration fees will be due from you within thirty (30) days from the end of the remittance cycle during which the fees accrued. These fees are displayed on your account statement. Past due fees shall accrue interest at the annual rate of ten percent (10%) per annum. In the event of delay in paying a fee, you agree to reimburse TAN for any fees incurred in its collection efforts. TAN may suspend or deactivate your account if your account is more than thirty (30) days past due.

c) TAN reserves the right to modify the fees once per calendar year, provided that any increase will not exceed twelve and a half percent (12.5%). TAN shall notify Client at least thirty (30) days in advance of any such change. If we modify the fees, you can terminate this

Agreement at that time by providing written notice within thirty (30) days following the date the change is implemented.

d) As the seller of record, you will be solely responsible for, and will pay, any and all use, excise, sales or privilege taxes, duties, value added taxes, fees, assessments, or similar liabilities, chargeable by a governmental authority as a result of any Software or Service provided under this Agreement. Taxes on TAN's net income are excluded.

e) In the event you are entering into this Agreement and seeking the Services for the benefit of a third-party event or organization ("Third Party Beneficiary"), you agree that we may send registration fees collected by us directly to the Third Party Beneficiary.

5. **Disclaimer of Warranty/Limitation of Liability.** **TAN EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF ITS SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS. SOFTWARE AND SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TAN SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR LOST PROFIT DAMAGES. TAN'S TOTAL AGGREGATE LIABILITY FOR ANY MATTER ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY YOU AS CONSIDERATION FOR THE SOFTWARE AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE.**

6. **Indemnification.** a) Each party (the "Indemnifying Party") shall defend, settle, and pay damages (including reasonable attorneys' fees) ("Damages") relating to any third party claim, demand, cause of action or proceedings (whether threatened, asserted, or filed) ("Claims") against the other party hereto (the "Indemnified Party") to the extent that such Claim is based upon: (i) the Indemnifying Party's violation of any applicable law, rule, or regulation; and/or (ii) provision, by the Indemnifying Party, of materials, products, or services as part of such party's obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used in accordance with this Agreement.

b) You shall further defend, settle, and pay Damages relating to Claims to the extent based on (i) injury or death to a person or damage to property resulting from the participation in an Event operated by you in connection with the Software and/or Services; and/or (ii) brought by a Third Party Beneficiary that relate to or arise from your negligence, wrongdoing, or lack of authority to act on behalf of such third party. For the purposes of Sections 5 and 6, reference to TAN shall also include its suppliers and licensors.

7. **Term and Termination.** The term of this Agreement shall be for three (3) years from the Effective Date with automatic renewals for three (3) year terms thereafter, unless either party gives written notice to the other party to terminate this Agreement no less than twelve (12) months prior to the expiration of the then-current term. Either party may terminate this Agreement: (a) upon a material breach by the other party, if such breach is not cured within thirty (30) days following written notice to the breaching party; or (b) where the other party is subject to a filed bankruptcy petition or formal insolvency proceeding that is not dismissed within thirty (30) days.

8. **Miscellaneous.** a) Any notices required to be given under this Agreement shall be in writing sent to the address set forth below for Client or, in the case of TAN, to the address set forth above to the attention of General Counsel. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or three (3) days after deposited in the mail sent certified or registered.

b) This Agreement is non-assignable without the written consent of the other party, except that TAN may assign without consent: (i) its rights to receive payments; or (ii) the Agreement to an affiliate or in connection with any sale of or any other transaction involving the transfer of more than fifty percent of its voting securities or assets. Any assignment in violation of this Agreement will be void.

c) This Agreement shall be governed by the laws of the State of California, without giving effect to the conflict of laws provisions thereof. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act shall apply to this Agreement. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in San Diego County, California. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

d) This Agreement contains the entire understanding of the parties regarding the subject matter hereof and can only be modified or amended by a subsequent written agreement executed by both parties.

e) Sections 2, 3, 5, 7, and 8 of this Agreement and any fees owed by you shall survive any termination or expiration of this Agreement.

f) If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

g) No waiver of any provision of this Agreement or any attachment shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

h) Neither party will be deemed to be in default hereunder, or will be liable to the other, for failure to perform any of its obligations under this Agreement to the extent that such failure results from any event or circumstance beyond that party's reasonable control.

Software as a Service Agreement
SIGNATURE PAGE

By signing this Agreement, each party represents and warrants that it has the necessary and full right, power, authority, and capability to enter into this Agreement and to perform its obligations hereunder.

THE ACTIVE NETWORK, INC.

By: _____
(Signature)

Print Name and Title

Date: _____

CLIENT

(Full Legal Name)

E-Mail

By: _____
(Signature)

Phone: _____

Address

Print Name and Title

City, State and Zip

Checks payable to

Event URL (Web site)

Date: _____

Software as a Service Agreement

SCHEDULE 1

The Active Network

10182 Telesis Court, Suite 100
San Diego, CA, 92121, United States

Date: **02/07/2013**
Expires: **04/07/2013**

Customer:

Sheryl Donihoo
Town of Addison

16801 Westgrove Drive

sdonihoo@addisontx.gov

Town of Addison, Dallas County
United States

Bill To:

ADDISON SERVICE CENTER
16801 WESTGROVE DRIVE
ADDISON, TX 75001
UNITED STATES

Ship To:

ADDISON ATHLETIC CLUB
3900 BELTWAY DRIVE
ADDISON, TX 75001
UNITED STATES

Software	# of Licenses	Licensing Cost	Total License Cost	Maintenance Fee
Activity Registration	Unlimited	\$0	\$0	\$0
Daycare / Child Care / Flexible Registration	Unlimited	\$0	\$0	\$0
Facility Reservations	Unlimited	\$0	\$0	\$0
League Scheduling	Unlimited	\$0	\$0	\$0
Membership / Pass Management	Unlimited	\$0	\$0	\$0
Point of Sale	Unlimited	\$0	\$0	\$0
Public Access	Unlimited	\$0	\$0	\$0

Total Software Costs

\$0

Total Annual Maintenance Costs

\$0

Services	Unit	Quantity	Unit Price	Extended Price
Business Process Review	Hrs	16	\$175	\$2,800
Business Process Review - Documentation	Hrs	8	\$125	\$1,000
Business Process Review - Onsite Services	Ea	2	\$500	\$1,000
Project Planning	Hrs	16	\$100	\$1,600
General Settings	Hrs	8	\$100	\$800
Activity Registration Implementation & Training	Hrs	16	\$100	\$1,600
Daycare / Child Care / Flexible Registration Implementation & Training	Hrs	16	\$100	\$1,600

Software as a Service Agreement

Facility Reservations Implementation & Training	Hrs	16	\$100	\$1,600
Advanced Facility Reservation (Resource Scheduler) Training	Hrs	4	\$100	\$400
Advanced Facility Reservation (Online Interactive Mapping) Training	Hrs	4	\$100	\$400
League Scheduling Implementation & Training	Hrs	8	\$100	\$800
Membership / Pass Management Implementation & Training	Hrs	16	\$100	\$1,600
Point of Sale Implementation & Training	Hrs	8	\$100	\$800
Public Access Implementation & Training	Hrs	16	\$100	\$1,600
Onsite Training Days	Day	5	\$500	\$2,500
Data Migration Services	Hrs	8	\$200	\$1,600
Airfare	Ea	1	\$1,000	\$1,000

Total Services Costs

\$22,700

3rd Party Hardware	Quantity	Unit Price	Extended Price
Standard IPAD w/ PCI PED Cert USB HID w/ Magensa.net Key (Credit Card Swipe)	3	\$265	\$795
DataCard SP35 Card Printer	2	\$1,335	\$2,670
Barcode Scanner - MetroLogic M9530	2	\$159	\$318
Microsoft LifeCam HD-3000	2	\$50	\$100
Epson T88V Thermal Receipt Printer	3	\$322	\$966
Thermal Receipt Paper	1	\$85	\$85
ELO 17" LCD ACCUTOUCH Touch Screen w/ Integrated Magstripe	1	\$869	\$869

Total Third Party Hardware Costs

\$5,803

Quote Summary

Total Software Costs	\$0
Total Annual Maintenance Costs	\$0
Total Services Costs	\$22,700
Total Third Party Hardware Costs	\$5,803
Safari Client Discount	-\$13,898

Total

\$14,605

General

Software as a Service Agreement

Sales taxes, where applicable, are not included and prices are in the currency of the country of installation (subject to change without notice). Hardware, operating system, 3rd party software and site preparation are not included unless otherwise noted.

Offline Service Charges

Payments entered by Customer staff through the offline interface will be assessed a 2% Service Charge. Non-monetary transactions will be exempt from this Service Charge. An additional credit card transaction fee of 2.5% will be applied to offline credit card payments. Refunds to credit cards will be assessed a \$0.10 credit card refund fee. An additional ECP (electronic check payment) processing surcharge of 2.50% will be applied to offline ECP payments. Refunds to ECP will be assessed a \$0.10 refund fee. All offline Service Charges will be paid for by the Customer and will be absorbed in offline transaction totals.

Online Service Charges Percentage

Payments entered directly by participants through the online interface will be assessed a Service Charge equal to 6.5% of the payment plus \$0.50 for payments less than \$150, 3.5% of the payment plus \$5.00 for payments less than \$500 but equal to or more than \$150, and 2.5% of the payments, plus \$10.00 for payments greater than \$500. A minimum Service Charge of \$1.00 will be assessed on all online payments.

Onsite Services

Quoted prices for services do not include the costs of transporting Active Network resources onsite. If onsite services are required, economy transportation costs (eg. airfare, train fare or mileage) will be assessed and invoiced separately. Onsite services are billed in minimum 8 hour daily increments.

Hardware

All hardware sales are final. Hardware is covered by standard manufacturer's warranty. Equipment that is defective upon arrival will be replaced. RMA process will apply for items after support has indicated there are no alternatives. Customer must notify TAN in writing of any defective hardware within 7 days of its receipt. Any notices received after 7 days concerning defective hardware will be null and void and will not be accepted for return or replacement by TAN. Thereafter, the standard manufacturer's warranty will apply.

Method of Payment:

☐

Invoice Me

Purchase Order Number: _____

Software as a Service Agreement

☐

Credit Card

☐

Visa

☐

MasterCard

☐

American Express

Credit Card Number: _____

Expiration Date: _____

I hereby Agree to Pay above quote with the stated Method.

Customer Name: Harker Heights

Signature: _____

Name: _____

Title: _____

Effective Date: _____

End of Quote

Council Agenda Item: #R7

AGENDA CAPTION:

Presentation, discussion and consideration of approval of a contract with Convergent Technologies, ES for the purchase and installation of two separate Video Monitoring Camera Systems at the Addison Athletic Club and the Addison Circle Park.

FINANCIAL IMPACT:

Budgeted Amount: \$200,000
Cost: \$220,909.77

This item is budgeted in the Information Technology Replacement Fund.

BACKGROUND:

Addison Circle Park video monitoring camera system was funded through a grant from the State Homeland Security Office (SHS) in 2006 and the system at the Athletic Club was funded in fiscal year 2007. The existing systems have been through its useful life cycle and it is recommended to be replaced due to the harsh operating environments

RECOMMENDATION:

Staff recommends that the Council authorize the City Manager to enter into a contract with Convergent Technologies, ES for the purchase, and installation of two (2) separate Video Camera Monitoring Systems at the Athletic Club and the Addison Circle Park in the amount of \$220,909.77 subject to the City Attorney's final approval

COUNCIL GOALS:

Mindful Stewardship of Town Resources, Maintain and enhance our unique culture of creativity and innovation, Brand Protection and Enhancement, Enhance Public Safety

ATTACHMENTS:

Description:

- ▢ [Cost for Athletic Club System](#)
- ▢ [Cost for Addison Circle Park System](#)
- ▢ [Cost for Kiosks at the Addison Circle Park](#)
- ▢ [Contract](#)

Type:

Backup Material
Backup Material
Backup Material
Backup Material



Security Proposal

Date: February 8, 2013

Quotation: 2014682660

To: City of Addison

Project: Addison Athletic Club Camera Replacement(Avigilon)

FOB Shipping Point

Attn:

From: Convergint Technologies
Steve Payne
steve.payne@convergint.com

DIR-SDD-1724

Mobile: (214) 724-5846

Direct: (469) 568-7900

Fax: (469) 568-7901

Convergint Technologies is pleased to provide this proposal for your consideration. This quotation shall remain firm for a period of forty-five (45) days from the proposal date, and price is based upon delivery of equipment within three (3) months. Convergint Technologies payment terms are net 30.

Security System Scope of Work

Scope of work consists of replacing the existing 24 cameras at the Addison Health Club with 24 new Avigilon cameras per the RFP provided by the Town of Addison. All new software and storage server is included in this scope as well. Convergint will re-use cabling that is in place at the existing locations dictated by the RFP. We will re-use the existing POE network switches at the health club as well. Installation of 6-interior and 3-new exterior cameras, including cable, labor, software.

Two year warranty is included in this quote.

Alternates

-

Clarifications and Exclusions

- All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
- Low voltage wiring shall be installed in open cable.
- Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
- Permits or associated fees are not included.
- Customer to provide static IP addresses and network connections at panel locations.
- Customer to provide a secured staging & storage area for project related materials.
- Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
- Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent Technologies for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
- Proposal does not include sales tax.
- Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
- Convergent Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.

Performance Items

Yes	No	Description
/		Material (listed on the BOM)
/		Freight (prepaid)
	/	Applicable Taxes
/		One-Year Warranty on Parts
/		One-Year Warranty on Labor
	/	Low Voltage Permits
	/	Electrical Installation Permit
/		Engineering and Drawings
/		Record Documentation (As-Built)
/		System Programming
/		Project Management
/		Mounting/Termination of Proposed Devices
/		Testing of all Proposed Devices
	/	Operations & Maintenance Manuals
/		Owner Training
/		System Meets Plans/Drawings
	/	System is Design-Build
	/	Payment & Performance Bonds
	/	Installation of Wire and Cable
	/	Installation of Conduit and Boxes
	/	Installation of Wire Hangers
	/	Specialty Back Boxes

Yes	No	Description
	/	Installation of Specialty Back Boxes
	/	Connection to Building Fire Alarm Panel
	/	Installation & Power of Control Panels
	/	Installation & Power of CCTV Cameras
	/	Installation & Power of Intrusion Panels
	/	Installation & Power of Intercom System
	/	Installation & Power of Video Recorders (DVR/NVR)
	/	120 VAC Power Receptacles
	/	Lifts and Hoists
	/	Floor Coverings for Lifts and Hoists
	/	Fire Stopping (Excludes Existing Penetrations)
	/	Patching and Painting
	/	Electrified Door Locking Hardware
	/	Additional Lighting Requirements for Cameras
	/	Ceiling Tiles and Ceiling Grid Repairs
	/	On-Site Lockable Storage Facility
	/	Vertical Core Drilling
	/	Horizontal Core Drilling
/		Servers by Convergent
	/	Servers by Others
	/	Workstations by Convergent
/		Workstations by Others

Town of Addison

2014682660

No	Qty	Part	Description	Unit Price	Ext. Price
Addison Athletic Club Camera Replacement(Avigilon)					
First Floor					
Interior					
1	7	1.0MP-HD-H264-D1	1.0 Megapixel (720p) Day/Night Indoor Dome, 3-9mm f/1.2 lens	\$481.95	\$3,373.65
Exterior					
2	6	1.0MP-HD-H264-DP1	1.0 Megapixel (720p) Day/Night Pendant Dome, 3-9mm f/1.2 lens	\$603.48	\$3,620.88
3	6	PEND-GS-WALL	Gooseneck wall bracket for use with DOME-OD-PEND	\$120.16	\$720.96
Exterior License Plate					
4	3	2.0MP-HD-H264-DP1	2.0 Megapixel (1080p) Day/Night Pendant Dome, 3-9mm f/1.2 lens	\$700.69	\$2,102.07
5	3	PEND-GS-WALL	Gooseneck wall bracket for use with DOME-OD-PEND	\$120.16	\$360.48
Exterior(Parking lot & Outdoor Pool)					
6	4	3.0W-H3-B2	3.0 Megapixel WDR Day/Night, 3-9mm f/1.2 P-Iris lens	\$676.39	\$2,705.56
7	4	ES-HD-HWS	Standard Format Enclosure for Avigilon HD and HD H.264 IP Cameras with 12VDC/24VAC Heater, Wall Bracket and Sunshield. Maximum combined camera and lens length is 9.8" (25 cm).	\$182.26	\$729.04
8	4	SY110A	Theia SY110A Theia 1.7mm F/1.8 IR Day/Night CS-mount DC Auto Iris Lens 3 Megapixel	\$258.11	\$1,032.44
Second Floor					
Interior					
9	4	1.0MP-HD-H264-D1	1.0 Megapixel (720p) Day/Night Indoor Dome, 3-9mm f/1.2 lens	\$481.95	\$1,927.80

Town of Addison

2014682660

No	Qty	Part	Description	Unit Price	Ext. Price
Server/Software					
Server					
10	1	10.0TB-HD-NVR	HD NVR, 10.0 TB Storage, 2U Rack Mount	\$7,825.03	\$7,825.03
Software					
11	1	1C-HD-NVMS-STD	ACC 4 Standard HD NVMS for up to 1 camera channels and 5 viewing clients	\$149.86	\$149.86
12	1	8C-HD-NVMS-STD	ACC 4 Standard HD NVMS for up to 8 camera channels and 5 viewing clients	\$1,073.31	\$1,073.31
13	1	24C-HD-NVMS-STD	ACC 4 Standard HD NVMS for up to 24 camera channels and 5 viewing clients	\$3,203.73	\$3,203.73
Additional Cameras					
Interior					
14	6	1.0MP-HD-H264-D1	1.0 Megapixel (720p) Day/Night Indoor Dome, 3-9mm f/1.2 lens	\$481.95	\$2,891.70
Exterior					
15	3	1.0MP-HD-H264-DP1	1.0 Megapixel (720p) Day/Night Pendant Dome, 3-9mm f/1.2 lens	\$603.48	\$1,810.44
16	3	PEND-GS-WALL	Gooseneck wall bracket for use with DOME-OD-PEND	\$120.16	\$360.48
Cable					
17	2,000	555619-S	24 AWG 4 Pair Bare Copper, Non-Shielded Plenum Rated Category 5e 350 mhz	\$0.30	\$600.00
Equipment Total					\$34,487.43
Installation					\$15,512.57
Total					\$50,000.00

Project Investment

Total Project Investment:

\$50,000.00

Thank you for considering Convergent Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and fax directly to our office.

Sincerely,

Convergent Technologies
Steve Payne

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Customer Name (Printed)

Date

Authorized Signature

Printed Name/Title

Terms and Conditions

Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergent Technologies LLC", "Convergent Technologies LP" or "Convergent Technologies LTD".

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work, and represents the entire agreement between Convergent and Customer (the "Agreement") and it may only be amended by a written document signed by both Convergent and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- c. Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and
- d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent

- a. To promptly approve submittals provided by Convergent;
- b. To provide access to all areas of the facility which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergent; and
- d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent twenty-five (25%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Convergent provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement;
- c. That the Work will be free from defects not inherent in the quality required or permitted; and
- d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

Terms and Conditions Continued

SECTION 7. INSURANCE

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate
	\$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$4,000,000 per occurrence/aggregate

All insurance policies carried by Convergent hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.

It is understood and agreed by the parties hereto that Convergent is or may be providing monitoring and or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergent.

SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing the Work. Convergent agrees to comply with all reporting requirements imposed by law or this Agreement. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

SECTION 10. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver. The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.



Security Proposal

Date: February 11, 2013

Quotation: 2014683444

To: Town of Addison

Project: Addison Circle Park CCTV 02/08/2013

FOB Shipping Point

Attn: Zeis Chen

From: Convergent Technologies
Steve Payne
steve.payne@convergent.com

DIR-SDD-1724

Mobile: (214) 724-5846

Direct: (469) 568-7900

Fax: (469) 568-7901

Convergent Technologies is pleased to provide this proposal for your consideration. This quotation shall remain firm for a period of forty-five (45) days from the proposal date, and price is based upon delivery of equipment within three (3) months. Convergent Technologies payment terms are net 30.

Security System Scope of Work

Addison Circle Park Camera/Wireless Upgrade

Scope consists of:

Install 30 new Avigilon fixed 3.0 Megapixel cameras at locations listed on attached drawing.

Replace the existing Firetide MESH equipment with new Fluidmesh MESH equipment.(See attached drawing for locations)

Replace exhaust fans on all enclosures.(Convergent will re-use 10 existing enclosures and add 4 new enclosures at new locations)

Add hardened POE network switches at each enclosure.

Replace omnidirectional antennas with new directional antennas.

Two new 21 TB video storage servers will be located in the conference center.

Add hardened POE network switches at each enclosure.

Add new back haul MESH radios at the two tall light poles to transmit the video back to the crows nest to two new back haul MESH radios.

NVR storage will meet the following criteria: 10 days 24/7 recording for all cameras at 8 FPS. Ability to keep event recordings for up to one year at lower frame FPS for four major events a year lasting from two to four days each.

Two year warranty on parts and labor.

Exclusions:

Patch and paint of the holes where existing cameras are removed from the existing light poles.

Town of Addison will provide lift for any service after year one warranty coverage.

Alternates

-

Clarifications and Exclusions

- All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
- Low voltage wiring shall be installed in open cable.
- Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
- Permits or associated fees are not included.
- Customer to provide static IP addresses and network connections at panel locations.
- Customer to provide a secured staging & storage area for project related materials.
- Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
- Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent Technologies for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
- Proposal does not include sales tax.
- Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
- Convergent Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.

Performance Items

Yes	No	Description
/		Material (listed on the BOM)
/		Freight (prepaid)
	/	Applicable Taxes
/		One-Year Warranty on Parts
/		One-Year Warranty on Labor
	/	Low Voltage Permits
	/	Electrical Installation Permit
/		Engineering and Drawings
/		Record Documentation (As-Built)
/		System Programming
/		Project Management
/		Mounting/Termination of Proposed Devices
/		Testing of all Proposed Devices
	/	Operations & Maintenance Manuals
/		Owner Training
/		System Meets Plans/Drawings
	/	System is Design-Build
	/	Payment & Performance Bonds
/		Installation of Wire and Cable
	/	Installation of Conduit and Boxes
	/	Installation of Wire Hangers
	/	Specialty Back Boxes

Yes	No	Description
	/	Installation of Specialty Back Boxes
	/	Connection to Building Fire Alarm Panel
	/	Installation & Power of Control Panels
	/	Installation & Power of CCTV Cameras
	/	Installation & Power of Intrusion Panels
	/	Installation & Power of Intercom System
	/	Installation & Power of Video Recorders (DVR/NVR)
	/	120 VAC Power Receptacles
/		Lifts and Hoists
	/	Floor Coverings for Lifts and Hoists
	/	Fire Stopping (Excludes Existing Penetrations)
	/	Patching and Painting
	/	Electrified Door Locking Hardware
	/	Additional Lighting Requirements for Cameras
	/	Ceiling Tiles and Ceiling Grid Repairs
	/	On-Site Lockable Storage Facility
	/	Vertical Core Drilling
	/	Horizontal Core Drilling
/		Servers by Convergent
	/	Servers by Others
	/	Workstations by Convergent
/		Workstations by Others

Town of Addison

2014683444

No	Qty	Part	Description	Unit Price	Ext. Price
Addison Circle Park CCTV(Avigilon)					
Cameras					
1	33	3.0W-H3-DP1	3.0 Megapixel WDR Day/Night Pendant Dome, 3-9mm f/1.2 P-iris lens	\$797.89	\$26,330.37
2	33	MNT-PEND-WALL	Compact wall bracket for use with DOME-OD-PEND	\$72.90	\$2,405.70
3	33	MNT-AD-POLE	Pole mount adapter for use with MNT-PEND-WALL	\$72.90	\$2,405.70
4	33	DTK-MRJPOE	Power over Ethernet Surge Protection - RJ45 Connection, CAT5e	\$63.45	\$2,093.85
5	33	S1	Single port Gigabit POE Injector for powering a single camera	\$54.00	\$1,782.00
Wireless Mesh Equipment					
Pole Equipment					
6	14	FM2100E-ENDO	Fluidmesh 2100 ENDO, single-radio wireless mesh router operating at 2.4 GHz and 4.9-5.8 GHz, 5 Mbit/s Ethernet Throughput, Three (3) Ethernet Ports. For indoor use with external power supply operating at 12V DC or 110-240V AC	\$935.60	\$13,098.40
7	14	FM2100E-ENDO-15	Enable 15Mbit/s ethernet throughput in FM2100E-ENDO Devices	\$189.01	\$2,646.14
8	1	FM1100M-10	Enable 10Mbit/s ethernet throughput in FM1100M Devices	\$699.34	\$699.34
9	1	FM1100M-HW	Fluidmesh 1100 MITO, single MIMO radio device, 1 Mbit/s Ethernet Throughput, 4.9-5.8 GHz with integrated panel antennas. Two (2) Ethernet Ports. Includes passive PoE injector and AC 90-240V Power Supply.	\$529.23	\$529.23
10	14	WPF20-115BK	Fan kit, w/filter frame, no-screw installation, 33 CFM free air flow	\$322.67	\$4,517.38
11	14	WPGF20	Rubber gasket for WPF20 fans	\$22.28	\$311.92

Town of Addison

2014683444

No	Qty	Part	Description	Unit Price	Ext. Price
12	14	NAM-MA-WA57-3HG	NAM-MA-WA57-3HG1, 409-6.5 GHZ frequency High gain antenna 19 dbi 6x6	\$122.86	\$1,720.04
13	14	SUPPRESSOR	Lightning Suppressor	\$74.25	\$1,039.50
14	4	12X24X6 N3R HC	12x24x6x NEMA 3R Hinged Cover Enclosure painted black.	\$202.51	\$810.04
15	4	LMR-400	Cable RP-TNC to N-Male	\$60.75	\$243.00
16	4	AV1623	Antenna Cable, 23 foot, RP-TNC to N-Male, LMR-400	\$143.45	\$573.80
Back-Haul					
17	2	FM2200E-ENDO	Fluidmesh 2200 ENDO, dual-radio wireless mesh router operating at 2.4 GHz and 4.9-5.8 GHz, Two (2) Ethernet Ports. For indoor use with external power supply operating at 12V DC or 110-240V AC	\$1,701.09	\$3,402.18
18	1	FM2100E-ENDO	Fluidmesh 2100 ENDO, single-radio wireless mesh router operating at 2.4 GHz and 4.9-5.8 GHz, 5 Mbit/s Ethernet Throughput, Three (3) Ethernet Ports. For indoor use with external power supply operating at 12V DC or 110-240V AC	\$935.60	\$935.60
19	1	FM2100E-ENDO-UN	Enable UNLIMITED ethernet throughput in FM2100E-ENDO Devices	\$614.28	\$614.28
20	4	FM1100M-UN	Enable UNLIMITED ethernet throughput (100 Mbit/sec) in FM1100M Devices	\$1,644.39	\$6,577.56
21	4	FM1100M-HW	Fluidmesh 1100 MITO, single MIMO radio device, 1 Mbit/s Ethernet Throughput, 4.9-5.8 GHz with integrated panel antennas. Two (2) Ethernet Ports. Includes passive PoE injector and AC 90-240V Power Supply.	\$529.23	\$2,116.92
22	2	WPF20-115BK	Fan kit, w/filter frame, no-screw installation, 33 CFM free air flow	\$322.67	\$645.34
23	2	WPG20	Rubber gasket for WPF20 fans	\$22.28	\$44.56
24	4	SUPPRESSOR	Lightning Suppressor	\$74.25	\$297.00

Town of Addison

2014683444

No	Qty	Part	Description	Unit Price	Ext. Price
25	2	12X24X6 N3R HC	12x24x6x NEMA 3R Hinged Cover Enclosure painted black.	\$202.51	\$405.02
26	4	LMR-400	Cable RP-TNC to N-Male	\$60.75	\$243.00
27	4	AV1623	Antenna Cable, 23 foot, RP-TNC to N-Male, LMR-400	\$143.45	\$573.80
28	5	WISP4959018MBV	4.9-6.0 GHz 14-18 dBi, 45, 60, 90 or 120 Deg. Adjustable Sector Antenna with N-Female Connector, 24"(L) X 6"(H) X 3"(W), U-Bolts Mast Clamp for up to 2.5" O.D. Included Server/Software Server	\$467.80	\$2,339.00
29	2	21.0TB-HD-NVR2	HD NVR, 21.0 TB Storage, 2U Rack Mount	\$12,146.62	\$24,293.24
30	2	HD-NVR2-2ND-PS	Secondary redundant power supply for a HD NVR Server Software	\$222.76	\$445.52
31	1	1C-HD-NVMS-ENT	ACC 4 Enterprise HD NVMS for up to 1 camera channels and unlimited viewing clients	\$271.36	\$271.36
32	2	16C-HD-NVMS-ENT	ACC 4 Enterprise HD NVMS for up to 16 camera channels and unlimited viewing clients	\$3,718.10	\$7,436.20
33	2	GATE-HD-NVMS-ENT	ACC Gateway connection license for a single N VR. Cable	\$157.96	\$315.92
34	500	7934A	4 PAIR 24 AWG UTP, CAT5E DIRECT BURIAL RATED	\$0.30	\$150.00
35	1,000	555619-S	24 AWG 4 Pair Bare Copper, Non-Shielded Plenum Rated Category 5e 350 mhz Lift Rental	\$0.30	\$300.00



Convergent Technologies

2304 Tarpley
Suite 124
Carrollton, TX 75006
(469) 568-7900 Fax (469) 568-7901

Town of Addison

2014683444

No	Qty	Part	Description	Unit Price	Ext. Price
36	4	LIFT RENTAL	Lift Rental	\$675.04	\$2,700.16
			Misc		
37	1	SPECIAL DISCOUNT	Avigilon Special Pricing	-\$2,764.95	-\$2,764.95
			Equipment Total		\$112,548.12
			Installation		\$35,694.65
			Total		\$148,242.77



Security Proposal

Date: February 11, 2013

Quotation: 2014683445

To: Town of Addison

Project: Addison Circle Park CCTV Kiosks
02/08/2013

FOB Shipping Point

Attn: Zeis Chen

From: Convergent Technologies
Steve Payne
steve.payne@convergent.com

DIR-SDD-1724

Mobile: (214) 724-5846

Direct: (469) 568-7900

Fax: (469) 568-7901

Convergent Technologies is pleased to provide this proposal for your consideration. This quotation shall remain firm for a period of forty-five (45) days from the proposal date, and price is based upon delivery of equipment within three (3) months. Convergent Technologies payment terms are net 30.

Security System Scope of Work

Addison Circle Park Camera/Wireless Upgrade

Scope consists of:

Furnish 8-1.3 MP cameras for the kiosks. Price included stand alone video server to record the eight cameras. We have included time to set up the initial system. This will need to be set up at each event to record the comings and goings at the kiosks.

Two year warranty on parts.

Alternates

-

Clarifications and Exclusions

- All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
- Low voltage wiring shall be installed in open cable.
- Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
- Permits or associated fees are not included.
- Customer to provide static IP addresses and network connections at panel locations.
- Customer to provide a secured staging & storage area for project related materials.
- Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
- Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent Technologies for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
- Proposal does not include sales tax.
- Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
- Convergent Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.

Performance Items

Yes	No	Description
/		Material (listed on the BOM)
/		Freight (prepaid)
	/	Applicable Taxes
/		One-Year Warranty on Parts
/		One-Year Warranty on Labor
	/	Low Voltage Permits
	/	Electrical Installation Permit
/		Engineering and Drawings
/		Record Documentation (As-Built)
/		System Programming
/		Project Management
/		Mounting/Termination of Proposed Devices
/		Testing of all Proposed Devices
	/	Operations & Maintenance Manuals
/		Owner Training
/		System Meets Plans/Drawings
	/	System is Design-Build
	/	Payment & Performance Bonds
/		Installation of Wire and Cable
	/	Installation of Conduit and Boxes
	/	Installation of Wire Hangers
	/	Specialty Back Boxes

Yes	No	Description
	/	Installation of Specialty Back Boxes
	/	Connection to Building Fire Alarm Panel
	/	Installation & Power of Control Panels
	/	Installation & Power of CCTV Cameras
	/	Installation & Power of Intrusion Panels
	/	Installation & Power of Intercom System
	/	Installation & Power of Video Recorders (DVR/NVR)
	/	120 VAC Power Receptacles
/		Lifts and Hoists
	/	Floor Coverings for Lifts and Hoists
	/	Fire Stopping (Excludes Existing Penetrations)
	/	Patching and Painting
	/	Electrified Door Locking Hardware
	/	Additional Lighting Requirements for Cameras
	/	Ceiling Tiles and Ceiling Grid Repairs
	/	On-Site Lockable Storage Facility
	/	Vertical Core Drilling
	/	Horizontal Core Drilling
/		Servers by Convergent
	/	Servers by Others
	/	Workstations by Convergent
/		Workstations by Others

Town of Addison

2014683445

No	Qty	Part	Description	Unit Price	Ext. Price
Addison Circle Park CCTV Kiosks					
Cameras					
1	16	1.0W-H3-BO1-IR	1.0 Megapixel (720p) WDR, 3-9mm f/1.2 P-iris lens, Integrated IR	\$643.99	\$10,303.84
Server/Software					
Server					
2	1	RAZ-MPRO16-2T	Professional ServerSwitch NVR, 16 PoE ports (4 High PoE), Intel Atom D510, 2 X 1Gbps uplink with SFP Combo, 2 TB internal storage, rack-mountable (includes software installation packages for Milestone XProtect, OnSSI Ocularis and Axis Camera Station, licenses sold separately)	\$3,293.17	\$3,293.17
Software					
3	1	16C-HD-NVMS-ENT	ACC 4 Enterprise HD NVMS for up to 16 camera channels and unlimited viewing clients	\$3,718.10	\$3,718.10
Cable/Storage Case					
4	2,000	7934A	4 PAIR 24 AWG UTP, CAT5E DIRECT BURIAL RATED	\$0.30	\$600.00
5	1	PELICAN 0350	20.00" x 20.00" x 20.00" (50.8 x 50.8 x 50.8 cm) <ul style="list-style-type: none"> •Large 2-person fold down handles •Stainless steel hardware and padlock protectors •3 level Pick N Pluck™ with convoluted lid foam •Personalized nameplate service available •Lifetime Guarantee of Excellence •Watertight, crushproof, and dust proof •Open cell core with solid wall design - strong, light weight •Automatic Pressure Equalization Valve •O-ring seal 	\$403.67	\$403.67



Convergent Technologies

2304 Tarpley
Suite 124
Carrollton, TX 75006
(469) 568-7900 Fax (469) 568-7901

Town of Addison

2014683445

No	Qty	Part	Description	Unit Price	Ext. Price
			<i>Price includes initial one time set-up of this portable camera system.</i>		
			Equipment Total		\$18,318.78
			Installation		\$4,348.53
			Total		\$22,667.31

Convergent Technologies, LLC

Terms and Conditions

Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergent Technologies LLC", "Convergent Technologies LP" or "Convergent Technologies LTD".

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work, and represents the entire agreement between Convergent and Customer (the "Agreement") and it may only be amended by a written document signed by both Convergent and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- c. Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and
- d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent

- a. To promptly approve submittals provided by Convergent;
- b. To provide access to all areas of the facility which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergent; and
- d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent twenty-five (25%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Convergent provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement;
- c. That the Work will be free from defects not inherent in the quality required or permitted; and
- d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

Terms and Conditions Continued

SECTION 7. INSURANCE

Convergint shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence /aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate \$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$4,000,000 per occurrence/aggregate

All insurance policies carried by Convergint hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergint, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergint, pursuant to the terms of this Agreement. Convergint shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

Convergint shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergint or Convergint's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergint, or c) Convergint's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGINT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGINT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT.

It is understood and agreed by the parties hereto that Convergint is or may be providing monitoring and or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergint's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergint. Convergint shall have no liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergint, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergint.

SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergint agrees to comply with all laws and regulations relating to or governing the Work. Convergint agrees to comply with all reporting requirements imposed by law or this Agreement. Convergint shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergint prior to beginning work.

In the event that Convergint discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergint is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergint. Convergint in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergint shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergint from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

SECTION 10. DISPUTES

In the event of any dispute between Convergint and Customer, Convergint and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergint may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergint.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergint and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergint shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver. The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.

Council Agenda Item: #R8

AGENDA CAPTION:

Presentation, discussion and consideration of approval of a contract with Emergency Communications Network, LLC. to provide on-demand Multi-Media Emergency Community Notification Services to the town.

FINANCIAL IMPACT:

Total cost of service: \$9,697

Budgeted amount: \$25,000

This item is budgeted in the Information Technology FY 2012-2013 budget.

BACKGROUND:

CodeRED Emergency Notification System is a fully hosted, maintained, and web-based/telephone emergency community notification system that allows federal, state, and local governments to share information directly with the public via e-mail, phone, PDAs, pagers, and cell phones.

Using CodeRED virtually eliminates installation and maintenance costs for the town, while proving the town with all the power of Internet, Telecommunication infrastructure, and Cellular technologies. This system will replace the Town of Addison existing Emergency Notification System called "FirstCall" and will integrate with the Town siren system.

RECOMMENDATION:

Staff recommends that the Council authorize the City Manager to enter into a contract with Emergency Communications Network, LLC. to provide Emergency Community Notification Services in the amount of \$9,697 subject to the City Attorney's final approval.

COUNCIL GOALS:

Mindful Stewardship of Town Resources, Infrastructure improvement and maintenance, Enhance Public Safety

ATTACHMENTS:

Description:

 [Contract](#)

 [CodeRED Integration to Weather System](#)

Type:

Backup Material

Backup Material

CODERED SERVICES AGREEMENT

This CodeRED® Services Agreement ("Agreement") is made and effective as of the last date signed below (the "Effective Date") by and between Emergency Communications Network, LLC, a Delaware Limited Liability Company ("Licensor") located at 9 Sunshine Boulevard, Ormond Beach, FL 32174 and the **Town of Addison**, a body politic and corporate of the State of **Texas** ("Licensee") located at **5300 Belt Line Road, Dallas, TX 75254**.

Licensor is the owner of a service identified as "CodeRED® Emergency Notification System" (the "Service"), which is designed to allow authorized licensed users to have access 24 hours a day, 7 days a week for the purpose of generating high-speed notifications to targeted groups via an Internet-hosted software application. Licensee desires to utilize the Service for the purpose of communicating matters of public interest and concern. The parties agree as follows:

1. **License:** Licensor grants Licensee a non-exclusive and non-transferable license (the "License") to use the Service for Licensee's own purpose, in accordance with the terms of this Agreement. Licensor reserves the right to either charge additional fees or terminate this Agreement if other parties not contemplated in this Agreement are granted access to the Service by Licensee. Licensee assumes full and complete responsibility for the use of the Service by anyone whom Licensee permits to use the Service or who otherwise uses the Service through Licensee's access codes.

Licensee may not assign, license, sublicense, rent, sell or transfer the License, the Service, those codes used to access the Service, or any rights under this Agreement. To access the Service, Licensor will provide Licensee with up to **five (5)** unique user name(s) and password(s). Additional users pass codes may be obtained at an additional annual fee as outlined in Exhibit A, attached hereto and incorporated by reference.

2. **Ownership:** Licensee also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with the Service or any software provided. The Licensee's License confers no title or ownership in the Service or its underlying technology.
3. **Copyright:** Licensee understands and agrees that United States copyright laws and international treaty provisions protect the Service. Except for the limited License provided for herein, Licensor reserves all rights in and to the Service and all underlying data, compilations, and information maintained by Licensor relating to the Service, including but not limited to, the source or object code. Licensee shall not make any ownership, copyright or other intellectual property claims related to the Service or data processed through the Service.
4. **Functionality:**

a) The Service provides Licensee the ability to access pre-defined geographically selected calling areas or listed databases via an Internet-based software application. The Service has the ability to select calling databases via a geographic mapping component. Licensee's database(s) shall be limited by Licensor to the geographic boundaries (determined by Lat/Lon coordinates) of the **Town of Addison, Texas (the "Calling Area")**. The Service will also allow Licensee to utilize an interactive voice response telephone service to record messages and initiate call out projects. Licensee may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America. International call rates may be set by separate agreement. Any additional Service functions will be charged at the rates on Exhibit A.

b) In exchange for the fees set forth on Exhibit A, Licensor shall customize the Service to provide Licensee with the ability to designate certain types of alerts which shall trigger the Service to transfer data to the automatic program interface(s) ("API(s)") of a siren vendor designated by Licensee (an "Alert"). In the event Licensee designates a siren vendor to be added to the Service, Licensor will send common alerting protocol ("CAP") compliant data to API(s) provided by Licensee's siren vendor upon receipt of an

Alert from Licensee. Licensee also has the option of designating contact information to be notified by call, email or text, as designated by Licensee, upon Licensor's transmission of CAP compliant data to the API of Licensee's siren vendor. Licensee understands and agrees that Licensor has no control over changes to Licensee's siren vendor, API's or associated software, and that such changes may affect Licensee's transmission of CAP compliant data. Accordingly, Licensee agrees to notify Licensor of any changes to its siren vendor or their associated API's and software. Licensee recognizes that once the CAP compliant data has been released from Licensor's equipment, the ultimate trigger of any sirens depends on the actions of Licensee's siren vendor. As a result, Licensor has no control over when sirens are actively triggered.

5. **Costs for the Service:** During the Term of this Agreement, Licensee agrees to pay all costs and fees for utilizing the Service, as described in Exhibit A, and as set forth in this paragraph. Licensee understands and agrees that it will purchase prepaid minutes for the Service ("System Minutes"). Licensee further understands and agrees that whenever Licensee utilizes the Service, the actual calling minutes used by Licensee while utilizing the Service will be deducted from the balance of System Minutes remaining in Licensee's System Minutes account or bank. Licensee is responsible to maintain, at all times, a sufficient balance of System Minutes on account. Payment for the Service or System Minutes is due and payable upon receipt of invoice (ROI). Finance charges at a rate of 1% per month (12% per annum) will be charged on all balances outstanding beyond 60 days. All payments due under this Agreement shall be paid to: Emergency Communications Network, LLC at 9 Sunshine Blvd., Ormond Beach, FL 32174. Licensee understands and agrees that the prices set forth on Exhibit A are not final until this Agreement has been fully executed, and that it is at the Licensor's discretion to honor such prices in the event this Agreement has not been returned to the Licensor within 90 days from the date this Agreement was drafted for the Licensee.
6. **Free Testing and Training Minute Blocks:** Licensee is allotted free time on the system which runs the Service for the purpose of testing and training. Licensee understands and agrees that the following conditions must be met in order for Licensee to utilize the free minute bank specified in Exhibit A:
 - a) Minutes used for testing and training will be deducted from Licensee's minute bank at the time of using the Service;
 - b) Licensee must notify Licensor in writing within 60 days from the date the Service was used for testing or training, specifying qualified project(s) and minutes used, to request that such minutes be designated as free minutes and restored to the minutes that were deducted from Licensee's System Minute bank. Licensee understands and agrees that, if Licensee fails to notify Licensor within 60 days of the use of the Service, the minutes used will not be eligible for restoration as free minutes, and will remain deducted from Licensee's System Minute bank as described above;
 - c) Any unused minutes are not transferable, and shall only roll over by written agreement; and
 - d) Licensor will have the final right to deem all free calling minutes eligible or ineligible for reimbursement under this paragraph.
7. **Term of the Service Agreement:** This Agreement, and the License extended herein, will continue for a period of one (1) year (the "Initial Term") commencing on the Effective Date. Upon termination of this Agreement, whether by expiration of the Initial Term, any Renewal Term (as hereinafter defined) (the Initial Term and any Renewal Term, collectively, the "Term"), or as otherwise set forth herein, Licensee's access to the Service will be terminated.
8. **Contract Extension:** Upon completion of the Initial Term or any Renewal Term (as hereinafter defined), the term of this Agreement will extend for additional **one-year** periods (each a "Renewal Term"). This contract extension provision will continue to extend the Agreement by one additional year at the end of each Initial Term or Renewal Term. **Either party may cancel this renewal provision by submitting**

written notice to the other no less than 30 days prior to the end of the then-current Initial Term or Renewal Term.

- a) Licensee's System Minute bank will be replenished to the original 17,500 minute balance;
- b) Licensors will update its systems to extend the active software license and associated access codes for one additional year of use;
- c) Licensors will invoice Licensee for one additional year of Service at the rate of seven thousand seven hundred twenty-eight dollars (\$ 7,728); and
- d) Licensee agrees to pay the additional fee set forth in this paragraph for each Renewal Term upon receipt of invoice from the Licensors, subject to the terms set forth in paragraph 5.

9. Minute Bank Refill Feature: The parties recognize that Licensee may utilize the Service in a manner that results in Licensee exceeding the amount of prepaid System Minutes in Licensee's System Minute bank. In the event that using the Service completely exhausts Licensee's remaining prepaid System Minute bank, Licensors will immediately refill Licensee's System Minute bank with a block of 1,750 System Minutes, and will invoice Licensee for this block of minutes at the Additional System Minute price as indicated in Exhibit A. Licensee shall pay Licensors for all Additional System Minute blocks upon receipt of invoice from Licensors, subject to the same terms as set forth in paragraph 5. Licensee understands and agrees that it is required to maintain a System Minutes balance in its System Minutes bank at all times, and agrees to purchase Additional System Minute blocks as needed in order to maintain a positive System Minute balance. The purpose of this refill feature is to ensure that calls being placed via the Service are not interrupted as the result of Licensee's depletion of its System Minutes.

10. Appropriate Use of The Service: To access the Service, Licensors will provide Licensee with unique user name(s) and password(s). Licensee agrees to maintain such user name(s) and password(s) as private and confidential information. Licensee agrees to use the Service in a way that conforms with all applicable laws and regulations. Licensee agrees not to initiate a call, such that the same call is to be delivered to two (2) or more lines of a business. Licensee specifically agrees not to make any attempt to gain unauthorized access to any of Licensors's systems or networks. Licensee agrees that Licensors shall not be responsible or liable for the content of the message(s) created by Licensee, or by those who access the Service using Licensee's codes, or otherwise delivered by the Service on behalf of Licensee. Licensee agrees to defend, indemnify and hold harmless Licensors and its affiliates, employees, officers, directors, managers, members and agents from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, whether brought by a third party, arising from any violation of this Agreement by Licensee; from the content, placement, or transmission of any messages or materials sent or maintained through Licensee's accounts, or use of the Service through Licensee's account. Licensee shall be responsible for compliance with all applicable laws regarding outbound telemarketing, which may include, but are not limited to the Federal Telephone Consumer Protection Act of 1991, The Telemarketing and Consumer Fraud and Abuse Prevention Act of 1999 and the rules and regulations promulgated thereunder, as well as State and Local telemarketing laws and requirements. Licensee will be solely responsible and liable for any such violations and shall defend, indemnify and hold Licensors harmless from all lawsuits, demands, liabilities, damages, claims, losses, costs or expenses, including attorneys' fees (whether by salary, retainer or otherwise), arising out of or resulting from, in whole or in part, a violation of such laws.

11. Security: Licensors will use commercially reasonable practices and standards to secure and encrypt data transmissions. Licensee understands and acknowledges that Licensors is providing the Service on the World Wide Web through an "upstream" third party Internet Service Provider, utilizing public utility services which may not be secure. Licensee agrees that Licensors shall not be liable to Licensee in the event of any interruption of service or lack of presence on the Internet as a result of any disruption by the third party Internet Service Provider or public utility. Licensee agrees that Licensors cannot guarantee the

integrity of any Licensee supplied or user supplied data. Any errors, duplications, or inaccuracies related to Licensee or user supplied data will be the responsibility of the Licensee.

- 12. Representations and Warranties:** Licensee acknowledges and agrees that: (a) the Service is run by software that is designed to be active 24 hours per day, 365 days per year; software in general is not error-free and the existence of any errors in Licensee's software used in conjunction with the Service shall not constitute a breach of this Agreement; (b) in the event that Licensee discovers a material error which substantially affects Licensee's use of the Service, and Licensee notifies Licensor of the error, Licensor shall use reasonable measures to restore access to the Service, provided that such error has not been caused by incorrect use, abuse or corruption of the Service or the Service's software or by use of the Service with other software or on equipment with which it is incompatible by Licensee or a third party accessing the Service through Licensee's passcodes; (c) Licensee is responsible for maintaining access to the Internet in order to use the Service; Licensor in no way warrants Licensee's access to the Internet via Licensee's Internet Service Provider(s); (d) Under certain rare instances not all technologies are compatible without manual intervention by both parties. Licensee agrees that its staff will cooperate with Licensor's staff to make necessary modifications to allow the Service to perform; and (e) the individual signing on behalf of Licensee is an authorized officer, employee, member, director or agent for Licensee and has full authority to cause Licensee to enter into and be bound by the terms of this Agreement and this Agreement fully complies with all laws, ordinances, rules, regulations, and governing documents by which Licensee may be bound.
- 13. Disclaimer:** In no event (even should circumstances cause any or all of the exclusive remedies to fail their essential purpose, and even if Licensor has been advised of the possibility of such damages) shall Licensor, its officers, directors, managers, members employees or agents, be liable for any indirect, punitive, special, incidental or consequential damages of any nature (regardless of whether such damages are alleged to arise in contract, tort or otherwise), including, but not limited to, loss of anticipated profits or other economic loss in connection with or ensuing from the existence, furnishing, function, or Licensee's use of any item or products or services provided for in this Agreement. Licensee understands that the cumulative liability of Licensor for any and all claims relating to the Service provided by Licensor shall not exceed that total amount paid by Licensee for the most recent payment made by Licensee to Licensor. **The Service is provided as-is, and Licensor disclaims all warranties, express or implied, and does not warrant for merchantability or fitness of a particular purpose.** Licensee recognizes that once email and text messages have been released from Licensor's equipment, the ultimate delivery of the messages depends on the message recipient's local network. As a result Licensor cannot guarantee the delivery of email and text messages to a recipient.
- 14. Confidentiality:** Licensor acknowledges the confidential nature of Licensee and user supplied data and files that it is to prepare, process or maintain under this Agreement, and agrees to perform its duties in such a manner as to prevent the disclosure to the public or to any persons not employed by Licensor, any confidential data and files. Data collected by Licensor will remain secured on Licensor's equipment and will only be released upon mutual agreement by both parties or a court order of sufficient jurisdiction. Licensee understands and agrees that private citizens and other persons in the Calling Area may voluntarily contribute their contact information to be used in the Service, and that Licensor shall develop and maintain a database of such information, along with other information privately developed by Licensor (the "Data"). Licensee acknowledges and agrees that Licensor desires to maintain the privacy of the Data, and that Licensee shall take no steps to compromise the privacy of the Data. Licensee further acknowledges that Licensor shall disclose to Licensee certain confidential, proprietary trade secret information of Licensor (along with the Data, "Confidential Information"). Confidential Information may include, but is not limited to, the Service, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, user data, Calling Area data, financial information or business plans. Licensee agrees that, at all times during and after the termination of this Agreement, Licensee will not, without the express prior written consent of Licensor, disclose any Confidential Information or any part thereof to any third party. Nothing in this Agreement will be deemed to require Licensor to disclose any Confidential Information to Licensee or to prohibit the disclosure of any

information in response to a subpoena or other similar order by a court or agency. The Licensee will promptly notify the Licensors of the receipt of any subpoena or other similar order and of any request under the Public Information Act or any other similar law, and will assist Licensors in preventing the disclosure of the Confidential Information pursuant to same to the extent required by Licensors.

15. Termination: Licensee or Licensors may terminate this Agreement at the completion of the Initial Term or the then-current Renewal Term by providing Licensors with no less than 30 days advance written notice prior to the end of the Term. Licensee understands and agrees that failure to provide notice as set forth herein shall result in automatic renewal. Upon termination of this Agreement, Licensee will return all Confidential Information (as hereinafter defined) and copies to Licensors. Licensors, in its sole discretion, may also terminate this Agreement: a) for any reason by providing no less than 30 days advance notice, and in such case, Licensors will refund to Licensee an amount equal to the lesser of the monthly-prorated balance of the annual fee based on the number of days left in the term of the Agreement or the value of the balance of System Minutes in Licensee's System Minute bank as calculated by multiplying the remaining System Minutes by the additional system minute price on Exhibit A; or b) immediately, and without further notice, as a result of Licensee's breach of this Agreement, and in such case, no fees paid hereunder shall be refunded. Upon termination, Licensee agrees to remove from Licensee's computer(s), and any computers within Licensee's control, any and all files and documents related to the Service.

16. Entire Agreement: This Agreement supersedes all prior understandings or agreements, whether oral or written, on the subject matter hereof between the parties. Only a further writing that is duly executed by both parties may modify this Agreement. The terms and conditions of this Agreement will govern and supersede any additional terms provided by Licensee, including but not limited to additional terms contained in standard purchase order documents and third party application terms, unless mutually agreed to, via written signature, by Licensors.

17. Notices: All notices or requests, demands and other communications hereunder shall be in writing, and shall be deemed delivered to the appropriate party upon: (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by U.S. Mail, postage pre-paid; (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and in each case addressed to the parties as follows:

As to **Licensors:** Emergency Communications Network, LLC, 9 Sunshine Blvd. Ormond Beach, FL 32174

As to **Licensee:** **Town of Addison, Attn: Todd Meier/Mayor, 3500 Belt Line Road, Dallas, TX 75254**

Either party may change the address provided herein by providing notice as set forth in this paragraph.

18. General: Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted to binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association, and that any award granted pursuant to such arbitration may be rendered to final judgment. If any dispute arises hereunder, the prevailing party shall be entitled to all costs and attorney's fees from the losing party for enforcement of any right included in this Agreement, whether in Arbitration, a Court of first jurisdiction and all Courts of Appeal.

19. Interpretation and Severability: In the event any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be void, the remaining provisions of this Agreement shall remain binding on the parties hereto with the same effect as though the void provision(s) had been limited or deleted, as applicable.

20. Counterparts and Construction: This Agreement may be executed in counterparts, each of which shall constitute an original, with all such counterparts constituting a single instrument. The headings contained in this agreement shall not affect the interpretation of this Agreement and are for convenience only. Licensee agrees that this Agreement shall not be construed against the Licensors as the drafter, and that

Licensee has read and understands this Agreement, and had the opportunity to review this Agreement with legal counsel.

- 21. Survival:** Certain obligations set forth herein represent independent covenants by which either party hereto may be bound and shall remain bound regardless of any breach of this Agreement and shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement on the date(s) indicated below.

Licensee: Town of Addison, Texas

Licensor: Emergency Communications Network, LLC.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A - Service Charges

Initial Purchase (\$)	Quantity	Cost
CodeRED License Agreement	1 year	\$7,728
Annual CodeRED System Minutes	17,500	Included
Additional System Minutes		\$0.40
Minutes for testing and training	500	Included
Add-on to transmit CAP compliant data to siren vendor's API	1	\$9,500 WAIVED
CodeRED User pass codes	Up to 5	Included
<i>Additional pass codes may be purchased for an annual fee of \$150.00 per pass code</i>		
Distance training session	1	Included
<i>Additional distance training sessions may be purchased for \$150.00 per hour (one hour minimum)</i>		
Initial Residential database upload	1	Included
Data/Record Management		Included
CodeRED data collection website	1	Included
CodeRED mapping interface	1	Included
System Setup		Included
Standard mapping data layers		Included
Standard Geocoding		Included
Email		No Charge
Text messaging		No Charge
Annual System Maintenance		Included
Software updates		Included
System Wide kick off call		Included
Universal Callback Number Feature		Included
	TOTAL:	\$7,728

Licensors Supplied Database: "Database Accuracy Updates" ensure that the data population maintained by Licensors under this Agreement undergoes periodic accuracy checks using the Licensors's most current in-house compiled database including, but not limited to, household addresses and telephone numbers. It will be the sole responsibility of the Licensee to maintain database accuracy and request updates from the Licensors.

One annual "Database Accuracy Update" will be performed by the Licensors upon request by the Licensee at no charge. Additional updates requested by Licensee will incur charges at the rate listed below after the update service is completed by Licensors.

3¢ per record in final updated database population.

Licensee Supplied Database: A service labor fee of One Hundred Dollars (\$100.00) per hour will be billed to Licensee for any data importing, manipulating, and loading any database supplied by Licensee or on Licensee's behalf to Licensors.

\$100 per hour for database maintenance

OPTIONAL: GIS Upload and Hosting upon request:

\$2,500

GIS information must be in a standard format recognizable and electronically transferable to the CodeRED system. Up to 10 layers may be loaded for use in the System. Licensee may update up to 10 layers annually at Licensees discretion

*GIS Customer Street "single layer" Upload and Hosting upon request: **\$250.00***

CodeRED® Weather Warning Service Addendum

This is an Addendum to the CodeRED Services Agreement ("Agreement") entered into by and between the **Town of Addison** (hereinafter "Licensee") a body politic of the State of **Texas** located at **5300 Belt Line Road, Dallas, TX 75254** and Emergency Communications Network, LLC (hereinafter "Licensor"). In consideration of the promises set forth herein and outlined in the Agreement, Licensee and Licensor agree to amend the CodeRED Services Agreement in the following manner:

1. The following terms shall be added to the original CodeRED Service Agreement:

CodeRED® Weather Warning Service: Licensor's CodeRED Weather Warning Service (CRWW) expands the benefits of the CodeRED service to include the automatic launching of prerecorded Weather Warning call-out projects to Licensee approved subscribers. These automated call-outs are initiated by the issuance of a Severe Weather Bulletin by the National Weather Service (NWS), with no intervention on the part of Licensee or Licensor. Call recipients are determined by matching the geographic locations associated with a database of opt-in subscribers against the geographic polygon(s) associated with Severe Weather Warnings issued by NWS.

CRWW Terms of Use:

Subscribers: Severe weather events can occur at any time of day or night. Accordingly, CRWW calls will automatically be launched in response to the issuance of NWS Bulletins at any time, 24 hours/day. Unlike the CodeRED service which is pre-populated with calling data for residential and business telephones, the CRWW service targets the telephone numbers of ONLY those households and business that have CHOSEN to participate through an opt-in process. Residents and businesses within **Town of Addison, Texas** who wish to receive the CRWW calls can add their name and geographic location to the CRWW subscriber database via the Licensee's CodeRED Residential Update Website. This site is hosted by Licensor for the purposes of allowing citizens to add their contact information to both the CodeRED database and the CRWW database via the Internet. Subscribers shall be subject to the terms and conditions of the CRWW service, which can be reviewed at: <http://www.coderedweb.com/codereddataentry/terms.cfm>. ONLY THOSE CITIZENS WHO OPT-IN TO THE CRWW SERVICE WILL BE ELIGIBLE TO RECEIVE WEATHER WARNING CALLS. LICENSEE MUST APPROVE ALL SUBSCRIBER ENTRIES PRIOR TO THEIR BEING ACTIVATED AND ENTERED INTO THE CALLING DATABASE. All subscriber data is the sole and exclusive property of Licensor.

Limits on Calling Database: Citizens are allowed to enter up to two (2) telephone contact numbers for each CRWW address. Only addresses falling within the geography covered under the CodeRED Services Agreement are eligible to receive CRWW calls. Licensee is responsible for removing subscriber addresses that fall outside of their covered municipality prior to approving records via the on-line Residential Update approval process.

CodeRED Minute Bank Balance: Calls placed automatically via the CRWW Service have no effect on the minute bank balance associated with the CodeRED Service. The additional fees (described below) for the CRWW Service include all minutes used in the delivery of all warning calls made during the term of this Addendum.

License: The CRWW Service is available only as an add-on service module for licensees of the CodeRED Service. The CRWW service license will not be provided under the terms of this Addendum unless a current active Standard CodeRED Services agreement is in effect.

COST FOR CRWW: Licensee shall pay to Licensors one thousand nine hundred sixty-nine dollars (\$1,969) for the initial term of this Addendum, which shall coincide with the initial term of the Agreement. Thereafter Licensee shall pay three thousand nine hundred thirty-eight dollars (\$3,938) for each successive term of this Addendum, which shall coincide with any renewal term, and the full term of the Agreement. Payment terms shall be identical to the terms contained in the original Agreement for the CodeRED Service. Pricing for CRWW is separate and independent from CodeRED Service Agreement pricing, and the CRWW service can be removed from the CodeRED Service by Licensee by providing 30 days written notice prior to the end of the then-current initial term or renewal term of the Agreement. Licensee will be notified of any price change for CRWW a minimum of 90 days in advance of annual renewal date.

TERM: The term of this CRWW Addendum shall commence as of the effective date of Licensee's CodeRED Services Agreement and shall be for so long as Licensee maintains an active CodeRED Services Agreement and has paid the appropriate fees listed above. Upon termination of the CodeRED Services Agreement, access to the CRWW system will terminate and Licensors shall terminate all individual subscriber accounts.

2. This Addendum shall not modify any terms and conditions of the Agreement, which shall remain in force and effect for the term of the Agreement.

TOWN OF ADDISON, TEXAS

Licensee

By: _____

Name: _____

Title: _____

Date: _____

EMERGENCY COMMUNICATIONS

NETWORK, LLC

Licensors

By: _____

Name: _____

Title: _____

Date: _____

Council Agenda Item: #R9

AGENDA CAPTION:

Presentation, discussion and consideration of approval of a contract with Acoustic Technology Inc. (ATI) to provide integration services to the CodeRED system (emergency notification).

FINANCIAL IMPACT:

Total cost of service: \$22,112

Budgeted amount: \$25,000

This item is budgeted in the Information Technology FY 2012-2013 budget.

BACKGROUND:

Acoustic Technology, Inc. (ATI Systems) designs, manufactures and installs reliable emergency warning and notification systems for the Campus, Community, Cities, and Industrial and Military markets. ATI Systems developed an innovative system that provides audible and visual warnings via a simple and compact hardware design, user-friendly software and the latest advances in communication methods, including radio frequency, IP Ethernet and satellite technology. Through acoustic design and modeling, ATI Systems provides proper sound coverage and superior voice intelligibility in both outdoor and indoor areas to ensure the safety of communities worldwide. ATI is our existing Siren system provider.

RECOMMENDATION:

Staff recommends that the Council authorize the City Manager to enter into a contract with Acoustic Technology Inc. (ATI) to provide integration services to CodeRED system in the amount of \$22,112 subject to the City Attorney's final approval.

COUNCIL GOALS:

Mindful Stewardship of Town Resources, Enhance Public Safety

ATTACHMENTS:

Description:

 [Contract](#)

 [Cost](#)

 [SCOPE](#)

Type:

Cover Memo

Cover Memo

Cover Memo

THIS AGREEMENT made this first day of November, 2012

Acoustic Technology Inc. (the "Company")

B E T W E E N:

- and -

THE City of Addison, Texas (the "City")

WHEREAS the City wishes to engage the Company to provide certain services as described herein;

AND WHEREAS the Company is willing to provide these services, on the basis of the terms and conditions described herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Company and the City agree as follows:

1. DUTIES AND RESPONSIBILITIES

- 1.1 The Company will be responsible for providing the services for the supply, delivery and installation of the Control Station and the software in accordance with the scope and practice as described in the scope of work presented by the company to the City and in the cost estimate presented by ATI on October 16, 2012.
- 1.2 The Company shall render the Services in accordance with the highest professional standards. The Company acknowledges that in entering into this Agreement the City is relying upon these representations and requires the competence and capability to provide the services in a competent and professional manner.

2. PERFORMANCE

The Company acknowledges that in entering into this Agreement the City is relying upon the representations made by the Company that the Services will be performed in a competent and capable manner.

3. FORCE MAJEURE

- 3.1 The term "Force Majeure" as used herein shall mean an act of God, strike, lockout or other industrial disturbance, act of public enemy, war, public riot, lightning, fire, storm, flood, explosion, governmental restraint or judicial restraint, provided that any such restraint does not result from any action or failure to act by the Contractor or the City, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not and could not reasonably be in the control of such party.
- 3.2 If either party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations hereunder, the obligations of such party, so far as they are affected by such Force Majeure, shall be suspended during, but no longer than, the continuance of such Force Majeure. The party rendered unable to carry out its obligations by Force Majeure shall use all reasonable diligence to remedy or overcome such Force Majeure as quickly as possible, provided that such requirement shall not require the settlement of strikes, lockouts or other labour difficulties by such party contrary to its wishes.

4. TERM OF AGREEMENT

This Agreement shall commence on upon the execution of the contract and unless otherwise terminated pursuant to the provisions of this Agreement shall expire on June 30, 2013.

5. TERMINATION

Either party may at any time by notice in writing suspend or terminate this Agreement at any stage on giving fifteen (15) days notice in writing to the other party.

7. REMUNERATION AND ENTITLEMENTS

7.1 The Services for the supply, delivery and installation of sirens are to be charged at an upset limit of **\$22112.00**.

7.2 The City agrees that the Company is not liable for loss or injury to any property of the City or for any injury to the City save and except where the Company, or those for whom the Company is responsible, is negligent. The City hereby releases the Company from any and all such loss or injury and hereby agrees to indemnify and save harmless the Company from any such claims.

8. SEVERABILITY

In the event that any provision or part of this Agreement shall be deemed to be void or invalid by a court of competent jurisdiction, the remaining provisions, or part of it, shall be and remain in full force and effect.

10. AMENDMENT OF AGREEMENT

Any amendment of this Agreement must be in writing and signed by the Company and the representative of City or it shall have no effect and shall be void.

11. GOVERNING LAW

The Company shall comply with all relevant federal, provincial and municipal statues, regulations and by-laws pertaining to the Services. The Company shall be responsible for ensuring similar compliance by its suppliers and subcontractors.

This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts.

12. NOTICE

Any notice, demand, acceptance or request required to be given hereunder in writing, shall be deemed to be given if personally delivered or mailed by registered mail, postage prepaid, (at any time other than during a general discontinuance of postal services due to a strike lockout or otherwise) and addressed to the party to whom it is given as follows:

City: Hamid Khaleghipour
Information Technology Director
Town of Addison
16801 Westgrove DR. | Addison TX 75001

COMPANY:

Abed Yassine
V.P. of Operations.
Acoustic Technology, Inc.
30 Jeffries Street
East Boston, MA 02128
Phone: 617-567-4969 x 101
Fax: 617-569-2964
ayassine@atisystem.com

Any notice shall be deemed to have been given to and received by the Party to whom it is addressed:

- (a) if delivered, on the date of delivery; or
- (b) if mailed, then on the fifth day after the mailing thereof.

13. FURTHER ASSURANCES

The Company and the City agree that each of them shall and will, upon the reasonable request of the other, make, do, execute, or cause to be made, done or executed, all such further and other lawful acts, deeds, things, documents and assurances whatsoever necessary to give effect to this agreement, the terms and conditions herein.

IN WITNESS WHEREOF

COMPANY

THE CITY OF ADDISON

Signing Officer

Signing Officer

Title

Title

Date: _____

Date: _____



ATI COST PROPOSAL

Acoustic Technology, Inc.

30 Jeffries Street

East Boston, MA 02128

Abed Yassine

Warning System Update

Twon of Addison

Mr. Randall King, Information Technology

617-567-4969 ext. 206

1-May-12

ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
I.	CONTROL STATIONS - Model # CS			
CS	Control Station – Consists of a Communication Control Unit (CCU), Software Package, and Computer Station (COMP). Refer to the below items for a detailed description and selection.			
CCU	REACT 4000 Communication Control Unit Station Includes desk top cabinet, controller, front panel push buttons, alarm screen display, handheld microphone, Advanced Com Board, power supply, and power cord. Radio and antenna from the REACT 3000 will be used for this unit	1	\$3,675.00	\$3,675.00
SOFT	Mass Alert™ Software Package - Two way communication alarm software platform with graphics screen for control and monitoring. Allows additional CCUs on a system and monitors field sensors. Uses enhanced graphics and incorporates customized map such as Google Earth, GeoBase, or AutoCad similar format showing the basic facility and transportation layers. Identifies and communicates with all outside devices to include HPSS, RTU, ISU, OSU, etc... Provides over 130 configurable events. The software package include interface and integration with the Code Red system.	LOT	\$10,000.00	\$10,000.00
COMP	Optional - Computer Station - Includes standard Computer, standard 19" monitor, keyboard, mouse, up to date Operating System, Ink Jet Printer, Serial Port and RS232 Cables, and multi-strip power outlet. Server setup to allow for the web control	1	\$990.00	\$990.00
12BAT7	12V, 7AH Battery for the CCU	1	\$42.00	\$42.00
II.	System Configuration, Optimization and Firmware Development			
Sys-Eng.	System Engineering: Include system configuration, optimization and firmware development for the old control stations and to all sirens units.	LOT		\$3,000.00
III.	START UP, COMMISSIONING AND TRAINING			
Start-Up	A. Start-up Assistance (On-Site) \$1000.00/day (if more days are needed they will be billed at \$1100.00 per day)	2	\$1,000.00	\$2,000.00
T&L	Travel and living Expenses	LOT	\$1,655.00	\$1,655.00
IV.	Packaging Shipping			
	Equipment packaging, shipping and handling	LOT	\$750.00	\$750.00
	TOTAL			\$22,112.00

Shipping F.O.B. Boston, MA Ex-Works or Ex-factory.

Terms: Net 30 from system delivery.

Pricing valid for 90 days.

CLIENT RESPONSIBILITIES:

1	SUITABLE DESKTOP LOCATION FOR CCU EQUIPMENT WITH LOCAL 110 VAC OUTLETS
---	--



Scope of Work for the Town of Addison Siren System

Upgrade:

Objective

The purpose of the upgrade is to allow the Town of Addison Siren System (provided by Acoustic Technology, Inc.) to interface with the TownCodeRED System. The user shall be capable of initiating siren activation from the CodeRED system.

Existing System Overview

The Existing Siren System is provided by Acoustic Technology. It was installed in the field in 2003. It consists of two (2) control stations and Six Outdoor Sirens. The control stations are used to control and monitor the sirens using RF wireless communication. Each control station consists of the Communication Control Unit (CCU) and a Computer running the ATI application software. The CCU is the ATI REACT 3000. One of the control stations is configured as primary and the second is configured as secondary. The Sirens (the ATI High Powered Speaker Stations (HPSS)) are configured to broadcast various alert tones and live PA from control stations.

As mentioned above the system was installed in 2003, it is not capable to interface to other systems. The control system needs to be updated to provide the interface capability.

Upgrade details

To provide the interface capability, the primary control station will be upgraded. A new Communication control Station (CCU REACT 4000 with a new Computer Station (COMP)) will be installed to replace the existing REACT 3000. A new PC will be deployed with the new ATI Software, The ATI MassAlert™.

Computer Station (COMP) - Includes standard Computer, standard 19" monitor, keyboard, mouse, Windows 7 Operating System, Ink Jet Printer, Serial Port and RS232 Cables, and multi-strip power outlet. Server setup to allow for the web control



[Mass Alert™ Software Package - Two way communication alarm software platform with graphics screen for control and monitoring. Allows additional CCUs on a system and monitors field sensors. Uses enhanced graphics and incorporates customized map such as Google Earth, GeoBase, or AutoCad similar format showing the basic facility and transportation layers. Identifies and communicates with all outside devices to include HPSS, RTU, ISU, OSU, etc... Provides over 130 configurable events.

REACT 4000 Communication Control Unit Station (CCU) – includes desktop cabinet, controller, front panel push buttons, alarm screen LCD display, handheld microphone, advanced Com board, power supply and power cord. Radio and antenna from the old REACT 3000 will be reutilized with the new REACT 4000 control station.

The CodeRED system will interface with the MassAlert™ software using web posting. The PC running the software must be connected to the internet to receive communication from the CodeRED system.

The new system will allow the Town to activate the Siren System from CodeRED system. The end user shall be capable to include activating the siren system when CodeRED activations are initiated.

The Town will continue to have complete control of the siren system from the ATI control stations. The system will continue to work as standalone and will provide the same system functionalities it currently provides.

ATI field engineering will visit the site for two days to install the new control station and to configure the system. Furthermore the ATI field engineer will also, if needed, configure, optimize and update the firmware for the old REACT 3000 control station and all six siren units. The updated REACT 3000 control station will serve as a secondary control station in the EOC room located at Addison Fire Station One.

ATI is not responsible for the configuration, programming, or updating the CodeRED system.



Additional Recommendation

It is highly recommended to upgrade the secondary control station to the new ATI hardware and software platform.

Warranty

ATI standard warranty will be provide with the new installed equipment. The following is ATI standard warranty.

ATI Systems (Acoustic Technology, Inc.) warrants the products of its manufacturer to be free from defective material and workmanship for one year from the date of delivery of the user. All original equipment manufacturer (OEM) items will be covered by their respective warranties. This includes items such as radios, computer peripherals, etc.

This warranty does not include service to repair damage to the system resulting from accident, disaster, lack of maintenance or any act of God, such as storm, flood, hurricane, etc. ATI will repair or replace at its option, without charge to user other than transportation, removal and reinstallation cost of any of its products or parts thereof which ATI shall determine, in its sole discretion, to be defective in material or workmanship provided the following conditions are met and steps are taken.

I. Conditions to be met:

- a.** Products are returned to ATI, East Boston, Massachusetts within 1 year of delivery to user. Three years warranty on all electronic component parts.
- b.** Products have been properly installed and maintained in accordance with the design specifications.
- c.** Products have not been subject to mishandling, physical damage or customer alteration.
- d.** Products or any part thereof have not been repaired by other than ATI employees.

II. Steps to be taken by customer:

- a.** Call is made to ATI for Return Part Authorization.
- b.** Products must be shipped prepaid to ATI, 30 Jeffries Street, East Boston, MA 02128.

Council Agenda Item: #R10

AGENDA CAPTION:

Presentation, discussion, and consideration of approval of an award of bid to Johnson Controls, Inc., for the purchase and installation of a heating, Ventilating, Air-Conditioning (HVAC) System for the Addison Conference and Theatre Centre, and approval of an Ordinance amending the budget for the fiscal year ending September 30, 2013 to accommodate payment of the same.

FINANCIAL IMPACT:

\$619,000.00 – HVAC System & Installation

\$30,000.00 – Project Engineering & Mechanical Inspection (R.H. Shackelford)

Staff recommends council approves the proposed budget amendment to transfer \$649,000.00 from General Fund reserves to the Hotel Fund for the one-time purchase of a capital item.

BACKGROUND:

The current Heating, Ventilating and Air-Conditioning systems (HVAC) for the Addison Conference and Theatre Centre (ACTC) is the original system to the facility (1991). Staff did a city-wide HVAC replacement at all Town facilities in 1999. At that time the ACTC units were not ready to be replaced. The ACTC units were scheduled to be replaced in 2006. For various reasons replacement was deferred until this fiscal year.

The Conference and Theatre Centre HVAC system consists of 31 units including roof top package units and split systems, most of which have reached the end of their useful life and need replacement. These units are obsolete and are non-efficient. This project proposes to replace 30 of the units with all controls, thermostats and associated ductwork, electrical and minor architectural improvements necessary to complete the project. The initial RFP 13-03 was issued and cancelled due to bids that exceeded available funds. R.H. Shackelford, Inc., was engaged to perform a value engineering study. The project was value

engineered to refine the scope to minimize cost and maximize energy efficiency for potential ONCOR incentives.

Three bids were received; the two most competitive contractors were determined to be Johnson Controls, Inc. and Zoom Air and were therefore invited to enter into discussions and interviews.

Johnson Controls, Inc. proposal was determined to meet or exceed all requirements and represents the best value to the Town. The proposed York HVAC equipment qualifies for the ONCOR incentive program with an estimated rebate of \$34,000 to the Town. The higher energy efficient units are also estimated to reduce energy cost by \$60,000 per year which is projected to achieve an investment payback of approximately 10 years.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Mindful Stewardship of Town Resources, Infrastructure improvement and maintenance

ATTACHMENTS:

Description:

- 📎 [Cover Memo](#)
- 📎 [Shackelford Recommendation Letter](#)
- 📎 [Budget Amendment Ordinance](#)

Type:

Cover Memo
Backup Material
Ordinance

Council Agenda Item: _____

SUMMARY:

Consideration and approval of an award of bid to Johnson Controls, Inc., for the purchase and installation of a Heating, Ventilating, Air-Conditioning (HVAC) System for the Conference and Theatre Centre.

FINANCIAL IMPACT:

Cost: \$619,000.00 – HVAC System & Installation
\$30,000.00 – Project Engineering & Mechanical Inspection (R.H. Shackelford)

Staff recommends council approves the proposed budget amendment to transfer \$649,000.00 from General Fund reserves to the Hotel Fund for the one-time purchase of a capital item.

BACKGROUND:

The current Heating, Ventilating and Air-Conditioning systems (HVAC) for the Conference and Theatre Centre (ACTC) is the original system to the facility (1991). Staff did a city-wide HVAC replacement at all Town facilities in 1999. At that time the ACTC units were not ready to be replaced. The ACTC units were scheduled to be replaced in 2006. For various reasons replacement was deferred until this fiscal year.

The Conference and Theatre Centre HVAC system consists of 31 units including roof top package units and split systems, most of which have reached the end of their useful life and need replacement. These units are obsolete and are non-efficient. This project proposes to replace 30 of the units with all controls, thermostats and associated ductwork, electrical and minor architectural improvements necessary to complete the project. The initial RFP 13-03 was issued and cancelled due to bids that exceeded available funds. R.H. Shackelford, Inc., was engaged to perform a value engineering study. The project was value engineered to refine the scope to minimize cost and maximize energy efficiency for potential ONCOR incentives.

Three bids were received; the two most competitive contractors were determined to be Johnson Controls, Inc. and Zoom Air and were therefore invited to enter into discussions and interviews.

Johnson Controls, Inc. proposal was determined to meet or exceed all requirements and represents the best value to the Town. The proposed York HVAC equipment qualifies for the ONCOR incentive program with an estimated rebate of \$34,000 to the Town. The higher energy efficient units are also estimated to reduce energy cost by \$60,000 per year which is projected to achieve an investment payback of approximately 10 years.

RECOMMENDATION:

Staff recommends approval.

Attachments: R.H. Shackelford, Inc. – Recommendation



R. H. Shackelford, Inc.

February 15, 2013

Lea Dunn
Deputy City Manager
Town of Addison
P.O. Box 9010, Addison TX 75001

**Subj: TOWN OF ADDISON RFP 13-06 (REBID) CONVENTION AND THEATRE
CENTER HVAC UPGRADE PROJECT – AWARD RECOMMENDATION**

Dear Ms. Dunn,

Please accept the following information regarding the award recommendation for the subject project.

Recommendation: Johnson Controls, Inc. (JCI) in the amount of \$619,000.00 to include the Base Bid, and all Additive Alternatives including the contractor proposed “FacilityDude” building software with no other options offered by JCI.

Background: The Convention and Theatre Center HVAC system consists of 31 units including roof top package units and split systems, most of which have reached the end of their useful life and need replacement. These units are obsolete and are non-efficient. This project proposes to replace 30 of the units with all controls, thermostats and associated ductwork, electrical and minor architectural improvements necessary to complete the project. The initial RFP 13-03 was issued and cancelled due to bids that exceeded available funds. The project was value engineered to refine scope to minimize cost and maximize energy efficiency for potential ONCOR incentives.

The RFP was developed with the following bid items to maximum energy, cost efficiencies and price competition then re-advertised under RFP 13-06 with a January 16, 2013 proposal date:

- **Base Bid** – Complete HVAC upgrades to the Town of Addison Theatre Center and select improvements to the Convention Center;
- **Additive Alternative No. 1** – Upgrades to Convention Center RTU and Split Systems not included in the Base Bid;
- **Additive Alternative No. 2** – Upgrades to the fire alarm sensors for the theatre air handlers that eliminate false alarms for theatrical productions using smoke and haze; and ductwork modifications to reduce HVAC ambient noise that improve the patron experience; and
- **Additive Alternative No. 3 & 4**– Increased Energy Efficient units for all Base Bid units and the additional units in Additive Alternative No. 1 that qualify for Oncor Incentives/Rebates.

Proposal/Bid Information: Three proposals were received as follows:

Contractor	Base Bid	Add Alt. No. 1	Add. Alt. No. 2	Add. Alt. No. 3 & 4	Total Bid
Johnson Controls, Inc.	\$549,161.00	\$42,860.00	\$23,490.00	\$3,489.00	\$619,000.00
Zoom Air, Inc.	\$613,212.72	\$68,087.16	\$22,800.00		\$704,099.88
John Cook & Assoc.	\$813,300.00	\$112,300.00			\$925,600.00
Note: Total Price Excludes Contractor Optional Items; as none were accepted; except the FacilityDude Software at no additional cost to the Town.					

EVALUATION FACTORS	Points
Specialized Experience	10
Past Performance	15
Capacity to accomplish the work in the required time	25
Locality of the contractor for responsiveness and local business	5
Small Business Goals	5
Price Proposal	40
Total Points	100

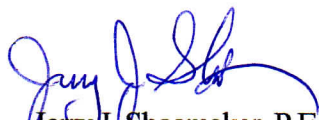
The two most competitive contractors were determined to be Johnson Controls, Inc. and Zoom Air and were therefore invited to enter into discussions and interviews.

Johnson Controls, Inc. proposal was determined to meet or exceed all requirements and represents the best value to the Town. The proposed York HVAC equipment qualifies for the ONCOR incentive program with an estimated rebate of \$34,000 to the Town. The higher energy efficient units are also estimated to reduce energy cost by \$60,000 per year which is projected to achieve an investment payback of approximately 10 years.

Zoom Air, Inc.'s proposal met all requirements and they are fully qualified. However, the proposal was not determined to represent the best value to the Town.

John Cook & Assoc.'s proposal marginally satisfied the requirements of the RFP.

Please feel free to contact me for any questions.


 Jerry J. Shoemaker, P.E.
 President

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING THE ANNUAL BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2013; PROVIDING THAT EXPENDITURES SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET AS AMENDED; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas (the “City”) adopted a budget for the City for the fiscal year beginning October 1, 2012 and ending September 30, 2013 as set forth in Ordinance No. _____ of the City; and

WHEREAS, Section 5.08 of the City Charter provides that the budget may be amended or changed, under conditions which may arise and which could not reasonably have been foreseen in the normal process of planning the budget, to provide for any additional expense in which the general welfare of the citizenry is involved, that such amendments shall be by Ordinance, and that they shall become an attachment to the original budget; and

WHEREAS, Section 102.010 of the Texas Local Government Code authorizes the City Council to make changes in the adopted budget for municipal purposes, and the changes to the budget made herein are for municipal purposes; and

WHEREAS, the amendments and changes to the City’s 2012-2013 budget made herein are as a result of conditions that have arisen and could not reasonably have been foreseen in the normal process of planning the budget, provide for additional expenses in which the general welfare of the citizenry is involved, and the City Council finds that the amendments provided for herein are of a serious public necessity and an urgent need for the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. In accordance with Section 5.08 of the City Charter, Ordinance No. _____ of the Town of Addison, Texas (the “City”), adopting the 2012-2013 annual budget, is hereby amended to appropriate \$649,000.00 for budget expenditures in the particulars stated in Exhibits attached hereto and made a part of this Ordinance.

Section 2. The above and foregoing recitals are true and correct and are incorporated herein and made a part of this Ordinance.

Section 3. This Ordinance shall take effect upon its passage and approval.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the ____ day of _____, 2013.

Todd Meier, Mayor

OFFICE OF THE CITY SECRETARY

ORDINANCE NO. _____

ATTEST:

By: _____
Chris Terry, City Secretary

APPROVED AS TO FORM:

By: _____
John Hill, City Attorney

Council Agenda Item: #R11

AGENDA CAPTION:

Presentation, discussion, and consideration of approval authorizing the City Manager to enter into agreement with Halff Associates, Inc. in an amount not to exceed \$2,352,232.42 to provide Design and Professional Services for the Belt Line improvements, which include the relocation of above ground utilities to below ground, pedestrian and ADA accessibility improvements, and roadway and streetscape improvements.

FINANCIAL IMPACT:

A total of \$10,830,000 remains in the 2000 Bond issue for this project and an additional \$10 million was approved in the 2012 Bond program; providing a total of \$20,830,000 for this multi-phase project.

BACKGROUND:

In May 2012 the voters approved proposition 2 of the Bond program which provides for an additional \$10 million in funding for the relocation of the utilities on Belt Line from above ground to below ground and improvements to the roadway, pedestrian and streetscape elements. A total of \$20,830,000 is available for this multi-phase project.

As part of the implementation of the Bond program, the Town issued an RFQ (Request for Qualifications) for engineering, design, landscape architecture, survey, and testing. A total of 39 outstanding proposals were received from which specific firms were selected for the Bond projects and other needs that may arise.

Halff Associates was selected to design the BeltLine improvements from Marsh to the Dallas North Tollway. The is a multi-phase project that consists of relocating the utilities from above ground to below ground, pedestrian and ADA accessibility, roadway and streetscape improvements.

The total cost for the Design and Construction Phase Services of this project is an amount not to exceed \$2,352,232.42; of this amount \$1,660,581.36 is a fixed fee. The remainder of the fee are

allowances for specific services that the Town will be charged as they are utilized. The specific fees are: Easement Acquisition Support, SUE - Subsurface Utility Engineering (Level A&B), Public Involvement Services and Reimbursables, Construction Phase Services and Construction Phase Optional Services.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Maintain and enhance our unique culture of creativity and innovation, Infrastructure improvement and maintenance, Implement bond propositions

ATTACHMENTS:

Description:

 [BeltLine recommendation](#)

 [BeltLine Fee Detail](#)

Type:

Cover Memo

Backup Material



R. H. Shackelford, Inc.

February 19, 2013

LeaDunn
Deputy City Manager
Town of Addison
P.O. Box 9010, Addison TX 75001

Subj: TOWN OF ADDISON RFQ 12-18 FOR ENGINEERING DESIGN & PROFESSIONAL SERVICES-AWARD RECOMMENDATION

Dear Ms. Dunn,

Please accept the following information regarding the award recommendation for the subject project.

Recommendation: Halff Associates, Inc. in the amount of \$2,352,232.42.

Background: As part of the ongoing projects and Bond program the Town issued the subject RFQ for full spectrum engineering, design, landscape architecture, survey, and testing. The RFQ was developed for a multi-year contract with the base year with four 1-year optional extensions. Annual extensions may be exercised at the discretion of the Town Staff. The RFQ received an outstanding response of 39 proposals from which the top firms were selected for upcoming projects and needs.

One of the most competitive Civil Engineering Firms was Halff Associates, Inc. and selected for the Beltline Improvements from Marsh to the North Tollway for transition of above ground utilities to below ground, pedestrian and ADA accessibility improvements, roadway and streetscape improvements. The project will be developed in two phases; Phase 1 from Marsh to Midway and Phase 2 Midway to the west side of the N. Tollway. The scope of services includes the following:

- Planning and vision study;
- Coordination with utility owners for relocation of overhead electric and telecommunication lines;
- Civil design for the relocation of overhead electric distribution lines;
- Alignment layout for the relocation of telecommunication lines;
- Design for pedestrian accessibility improvements including bus stop layouts and ramps;
- Streetscape and landscaping improvements design;
- Design for Town requested water/sanitary sewer line improvements ;
- Design for stormwater improvements;
- Design for rehabilitation of the existing roadway (patch/mill/overlay);
- Surveying for design and easement document preparation ;
- ROW/Easement Acquisition Services;
- Construction Administration Services; and
- Public Outreach and Coordination Services.

1100NW Loop, Suite 546
San Antonio, TX. 78213

5151 Flynn Parkway, Suite 300
Corpus Christi, TX. 78411

5057 Keller Springs Rd, Suite 300
Addison, TX. 75001

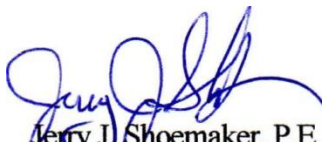
Proposal Information: Halff Associates, Inc. for the general civil engineering and lead firm and selected on their team TBG Partners, Inc. for the streetscape and landscaping design, with Criado for survey and topographic services. The following provides a summary of the overall fee:

DESIGN PHASE SERVICES:	FEE:
Design/Engineering Services	\$1,343,077.31
Survey Services	\$288,273.02
Easement Acquisition support – Allowance	\$333,139.39
Geotechnical Services	\$2,900.45
Subsurface Utility Engineering (SUE) – Allowance	\$155,000.00
Permitting Services	\$6,764.86
Public Involvement Services and Reimbursable – Allowance	\$84,704.10
	\$2,213,859.13
CONSTRUCTION PHASE SERVICES:	
Bid Services (2 separate bid packages – Phase 1 & 2)	\$19,565.71
Construction Phase Services – Allowance	\$76,584.15
Construction Phase Optional Services – Allowance	\$42,223.42
	\$138,373.28
Total Fee:	\$2,352,232.42

The proposed easement acquisition support, SUE, public involvement and construction phase services are presented as allowances that will only be exercised if required and authorized by Town representative.

The public outreach for this project will be very collaborative with a wide range of media (webpage, twitter, and email) and numerous forums to ensure the widest dissemination of the information and project updates with opportunities for interaction and feedback from property owner, businesses, tenants, residents and the public at large. The outreach will begin immediately with the award of this contract with individual notifications to property owners and tenants along the route followed with numerous public meetings and launching of electronic media. During construction, the inspection team will meet individually with property owners, businesses, tenants and residents prior to the initial construction and throughout to ensure minimal impacts and full restoration of the properties.

Please feel free to contact me for any questions.


Jerry J. Shoemaker, P.E.
 President

**ESTIMATED LEVEL OF EFFORT - HALFF
BELT LINE RD. UNDERGROUND ELECTRICAL PROJECT**

SUMMARY OF FEE

DETAILED DESIGN PHASE SERVICES

1) Engineering Services	\$1,343,077.31
2) Surveying Services	\$288,273.02
* 3) Easement Acquisition Support (As-Needed)	\$333,139.39
4) Geotechnical Services	\$2,900.45
* 5) SUE - Subsurface Utility Engineering (Level A&B, As Needed)	\$155,000.00
5) Permitting Services	\$ 6,764.86
* 6) Public Involvement Services and Reimbursables (As-Needed)	\$ 84,704.10
	\$ 2,213,859.13

CONSTRUCTION PHASE SERVICES

1) Bid Services (2 bids)	\$ 19,565.71
* 2) Construction Phase Services (As-Needed)	\$76,584.15
* 3) Construction Phase Optional Services (As-Needed)	\$42,223.42
	\$ 138,373.28

GRAND TOTAL	\$ 2,352,232.42
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TOWN OF ADDISON
BELT LINE ROAD UNDERGROUND ELECTRICAL PROJECT

SCOPE OF SERVICES

DETAILED DESIGN PHASE SERVICES

Project Description

The scope of work to be performed under this Agreement shall generally consist of the following services:

- Planning and vision study exercise
- Coordination with utility owners for relocation of overhead electric and telecommunication lines
- Civil design for the relocation of overhead electric distribution lines
- Alignment layout for the relocation of telecommunication lines
- Design for pedestrian accessibility improvements including bus stop layouts and ramps
- Streetscape and landscaping improvements design
- Design for Town requested water improvements and replacements
- Design for stormwater improvements
- Design for rehabilitation of the existing roadway (patch/mill/overlay)
- Surveying for design and easement document preparation
- ROW/Easement Acquisition Services
- Construction Administration Services
- Public Outreach and Coordination Services

The project limits are along Belt Line Rd. from Marsh Lane to the west side of the Dallas North Tollway. This project is located along 2.0 miles of the Town's busiest thoroughfare and requires comprehensive communication and coordination with the

businesses, property owners, and traveling public.

The project scope anticipates preparation of 2 plan sets, Phase 1 from Marsh to Midway and Phase 2 from Midway to the west side of the Dallas North Tollway.

CONSULTANT shall provide the following services to prepare bid-ready construction documents in accordance with recognized industry standards which are similar in size, scope, and budget to the Project:

1. Engineering Services

A) **Project Initiation** – This task shall consist of project initiation activities.

- 1) Project Initiation – Prior to kick-off meeting, the CONSULTANT shall designate, in writing, one Registered Professional Engineer licensed to practice in the State of Texas to be the Project Manager throughout the duration of the project for project management and all communications, including billing, with the TOWN and Program Manager. The CONSULTANT shall not replace the designated Project Manager without the written approval of the TOWN.
- 2) Quality Control/Quality Assurance Plan – The CONSULTANT shall submit a Quality Assurance/Quality Control Plan within 10 calendar days after the kick-off meeting for review and approval. The QA/QC Plan should include, as a minimum, the following:
 - a) Project description, location, limits and minimum design criteria
 - b) Project deliverables and schedules
 - c) Organization chart showing responsibilities for design services and for quality control checks, which shall be conducted by an independent person qualified in the specific area of review
 - d) Communications/coordination plan outlining the protocol for all communications related to the project
 - e) Format and schedule for checking design reports, calculations, plans, and specifications for accuracy and completeness. The plan should make provisions for review of reports, plans, specifications, and estimates provided by sub-consultants. The CONSULTANT shall ensure that sub-consultant work is in accordance with their approved scope.
 - f) Format and procedure for documenting all issues, design directions, design decisions, review comments, and review comment responses
 - g) Format and procedures for certifying that all of the requirements of the QA/QC plan have been met and that all comments and issues have been resolved to the satisfaction of the reviewer
 - h) Submit QA/QC documentation with 60 & 100% plan submittals.

B) Project Schedule, Invoice, Progress Reports, and Progress Meetings

- 1) Project Schedule – The CONSULTANT shall submit an approved Program format Project Schedule within 10 calendar days after the kick-off meeting.
 - a) The following minimum activities and overall timeline shall be included in the project schedule with the intent to award the first phase construction project in September 2013:
 - Kick Off Meeting – February 27th
 - Study Phase Submission (30 days after Kick Off) – March 28th
 - Study Phase Review Comments (1 week) – April 4th
 - Schematic Phase (30%) Submission (30 days) – May 3rd
 - Schematic Phase Review Comments (1 week) – May 10th

 - Interim Design (60%) Submission (44 days) – June 24th
 - Interim Design Review Comments (1 week) – July 1st
 - Final (100%) Design Submission (14 days) – July 15th
 - Final Design Comments (allow 1 week) – July 22nd
 - Construction plans (allow 1 week) – July 29th

Phase 2 generally follows a similar schedule beginning in August 2013 and ending in February of 2014.

- 2) Invoice Submittals – The CONSULTANT shall submit its invoices of services completed and compensation due, arranged by tasks. The invoice submittal shall be submitted to the Program Manager by the 6th day of each month and include the following:
 - a) Invoice – The budgeted and currently authorized amounts for each task, along with the invoiced and to-date amounts on the provided Program invoice forms.
 - b) Project Schedule Updates – An updated Project Schedule and related documents.
 - c) Progress Reports – A monthly report of the status of work performed through the end of the month. The CONSULTANT shall summarize decisions or agreements made, and shall outline unresolved or pending issues requiring the TOWN's involvement or decision on the provided Program template.
- 3) Kick-off and Progress Meetings – The CONSULTANT shall meet with the TOWN's Representative and shall prepare an agenda and sign-in sheet. The agenda must be submitted 24-hours before the meeting. The CONSULTANT shall prepare and distribute meeting minutes within three (3) working days of a meeting.

C) General Project Design Parameters and Criteria

CONSULTANT shall be represented by a Registered Professional Engineer licensed to practice in the State of Texas at meetings of any official nature concerning the Project, including but not limited to scope meetings, review meetings, pre-bid meetings, and pre-construction meetings, provided that CONSULTANT has reasonable advance notice of the meeting. All engineering documents released, issued, or submitted by or for a registered engineering firm, including preliminary documents, must clearly indicate the engineering firm name and registration number. Additionally, all completed documents submitted for final approval or issuance of a permit must bear the seal with signature and date adjacent thereto of a Registered Professional Engineer licensed to practice in the State of Texas associated with CONSULTANT. The design standards to be used shall include but not be limited to the Town of Addison Design Standards, North Texas Council of Governments, the TXDOT Roadway Design Manual and Bridge Design Guidelines, Highway Capacity Manual, the American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets (Green Book), AASHTO LRFD Bridge Design Specifications, AASHTO Guide for the Development of Bicycle Facilities, Texas Manual on Uniform Traffic Control Devices (TMUTCD), ADA Accessibility Guidelines, and the Texas Pollutant Discharge Elimination System (TPDES) Guidelines as appropriate for the most cost effective design. The minimum drawing standards to be used for construction document preparation include but are not limited to the following.

- a) Projects fully within the city limits of the Town of Addison follow the Town of Addison Design Standards manual, including latest revisions.
 - b) Projects within other local jurisdictions shall follow the local jurisdictional requirements unless otherwise directed by TOWN.
-
- 1) The Opinion of Probable Construction Cost estimate (including land costs) shall be based on the latest unit prices in Dallas County for similar work and include adjustments to reflect the ease or difficulty of constructing the Project. Estimated land costs should be included with the Probable Cost Estimate as a separate line item. Cost Estimates shall be updated and submitted with each of the 5 listed document submittal milestones for each phase.
 - 2) Project may be joint bid with other entities and as such, CONSULTANT shall incorporate other entities' design plans, additional design standards, drawing standards, specifications and estimates as provided by the separate entities. Unless otherwise directed, CONSULTANT may contract directly with the other entity to prepare entities construction documents.

- 3) Make site visit(s) (*Number of visits will vary*) to evaluate the Project Area conditions, take photographs of the area and assess adjacent land use characteristics.
- 4) CONSULTANT shall coordinate with each of the Utility Company Coordinators throughout the Design Phase. Unless directed otherwise, the TOWN shall be present at all meetings with the Utility Companies. CONSULTANT shall deliver to each of the Utility Companies, a CD with pdf and electronic files (or other submittal requirements as dictated by the Utility Company) of each Project Submittal for their review and comments. (*Including but not limited to the following Utility providers: Oncor Electric [aerial, major/minor underground & transmission], Atmos (Gas) and Telecommunication [AT&T {local, Metro, and long distance}, CATV], Pipelines, etc.*)

Utility coordination shall include preparation of a utility conflict log to be submitted as required with each plan development phase identified below.

- a) CONSULTANT shall compile, maintain, and update a Utility Conflict Log to include phone logs and all correspondence with all utility owners. Provide the most current copy of the conflict list to the TOWN at each milestone submittal, and coordinate with utility companies to resolve conflicts. The Utility Conflict Log should include the following information:
 - A. Owner of the facility, including the facility address and the name and telephone number of the contact person at the facility;
 - B. Location of conflict, identified by station and offset;
 - C. Type of facility;
 - D. Expected clearance date;
 - E. Status;
 - F. Effect on construction; and
 - G. Type of adjustment required.
- b) CONSULTANT shall create an existing utility exhibit clearly reflecting existing utility locations, type of facility, and potential conflicts.
- c) CONSULTANT may be required to contract separately with a Utility Company. TOWN shall be notified and fully involved with the preparation of Scope of Services, associated fee negotiations and preparation of required plans, specifications and estimates for the utility in conjunction with the Project.

If CONSULTANT contracts separately with a Utility Company, CONSULTANT shall provide all work products developed through tasks under this contract to the Utility Company. Tasks include, but are not limited to, utility investigations, existing ROW and easement surveying, and topographic surveying.

D) Project Submittals (See attachments A&B)

1) Study Phase

This submittal will primarily be for Program review only and shall include, at a minimum, the following conceptual documents and activities:

- a) Planning Study – land use
- b) Landscape concept development
- c) Duct Bank routing study – Electrical
- d) Duct Bank routing study – other overhead utilities
- e) Continuous sidewalks, ADA compliance, bus stops, miscellaneous hardscape
- f) Water lines
- g) Drainage evaluation
- h) Pavement overlay and markings, intersection enhancements
- i) Traffic signal upgrades
- j) Construction sequence and traffic control
- k) Submittal and submittal package meetings
- l) Revise and refine designs based on town's comments

- Furnish TOWN with one (1) paper copy and one (1) CD containing an Adobe Acrobat PDF copy of the layouts.
- Deliver all electronic files (models, spreadsheets, shape files, CADD files, etc.) on a CD. All files must be fully operational and located on the appropriate levels.

2) Schematic Submittal (30% Package)

Submittal package shall include, at a minimum, the following documents and activities:

- a) Planning Study Document
- b) Landscape
- c) Duct Bank – Electrical
- d) Duct Bank routing – other overhead utilities
- e) Continuous sidewalks, ADA compliance, bus stops, miscellaneous hardscape
- f) Water lines
- g) Drainage, including SW3P
- h) Pavement overlay and markings, intersection enhancements
- i) Traffic signal upgrades

- j) Construction sequence and traffic control
 - k) Submittal and submittal package meetings
 - l) Revise and refine designs based on town's comments
- Furnish TOWN with one (1) paper copy and one (1) Adobe Acrobat PDF copies of the 30% Submittal Package. Deliver all electronic files (models, spreadsheets, shape files, CADD files, etc.) on a CD. All files must be fully operational and located on the appropriate levels.
 - The CONSULTANT shall submit the design package through a short design meeting/workshop and allow 1 week for TOWN review and comment.
- 3) Interim Submittal (60% Package)
- Submittal package shall contain/include but not be limited to at a minimum a written response to TOWN 30% review comments, the 30% review set with revisions based on the 30% review comments, and the following documents and activities:
- a) Title sheet and index
 - b) General notes
 - c) Standard details
 - d) Landscape
 - e) Duct Bank – Electrical
 - f) Duct Bank routing – other overhead utilities
 - g) Continuous sidewalks, ADA compliance, bus stops, miscellaneous hardscape
 - h) Water lines
 - i) Drainage, including SW3P
 - j) Pavement overlay and markings, intersection enhancements
 - k) Traffic signal upgrades
 - l) Construction sequence and traffic control
 - m) Specifications
 - n) Submittal and submittal package meetings
 - o) Revise and refine designs based on town's comments
- Furnish TOWN with one (1) paper copy and one (1) Adobe Acrobat PDF copies of the 60% Submittal Package. Deliver all electronic files (models,

spreadsheets, shape files, CADD files, etc.) on a CD. All files must be fully operational and located on the appropriate levels.

- The CONSULTANT shall submit the design package through a short design meeting/workshop and allow 1 week for TOWN review and comment.

4) Final Submittal Package

Submittal package shall contain/include but not be limited to at a minimum a written response to TOWN 60% review comments, the 60% review set with revisions based on the 60% review comments. Submit 100% signed and sealed design original documents (Bid-ready Drawings and Specifications), Project Manual (Specifications/Bid Form), and Opinion of Probable Construction Cost estimate (excluding land costs) along with the reviewed Pre-Final drawings, specifications, and Opinion of Probable Construction Cost (if necessary). CONSULTANT shall also submit the construction schedule and an estimate of construction duration. CONSULTANT shall obtain all required utility approval signatures prior to the Final Submittal. Plans shall be submitted with the QA/QC Certification Form.

Furnish as a part of CONSULTANT's basic fee not more than five (5) paper sets of bidding documents and not more than five (5) CDs with an Adobe Acrobat PDF copy of the bidding documents. CDs shall be separate from the paper set of the bidding documents. Bidding documents shall include but are not limited to the following:

- a) Title sheet and index
- b) General notes
- c) Standard details
- d) Landscape
- e) Duct Bank – Electrical
- f) Duct Bank routing – other overhead utilities
- g) Continuous sidewalks, ada compliance, bus stops, miscellaneous hardscape
- h) Water lines
- i) Drainage, including SW3P
- j) Pavement overlay and markings, intersection enhancements
- k) Traffic signal upgrades
- l) Construction sequence and traffic control
- m) Specifications

- n) Project manual
 - o) Bid form
 - p) Submittal and submittal package meetings
 - q) Revise and refine designs based on town's comments
- Deliver an Adobe Acrobat PDF copy of the bidding documents and all electronic files (models, spreadsheets, shapefiles, CADD files, etc.) on a CD. All files must be fully operational and located on the appropriate levels.

2. **Surveying Services**

CONSULTANT shall obtain the services of a Registered Professional Land Surveyor to perform field surveys. All surveys shall comply with the latest revision of the Professional Land Surveying Practice Act of the State of Texas and shall be accomplished under the direct supervision of a currently licensed State of Texas Registered Professional Land Surveyor. Survey services should include, but not be limited to the following:

- A) Using Dallas County Appraisal District and Dallas County Clerk websites, CONSULTANT shall gather ownership and deed information for base drawing.
- B) Prepare Right-of-Entry agreements to adjacent landowners – Engineer to provide draft agreement and owner list, Town to send and secure permissions to survey.
- C) Research existing plats, Right-of-Way maps, deeds, easements and survey for fence corners, monuments, iron pins, etc., within the existing Right-of-Way and analyze to establish apparent existing Right-of-Way. Apparent ROW is defined as the existing Right-of-Way with a plus/minus 1-foot tolerance. The preliminary base map will display the apparent Right-of-Way along with Dallas County Appraisal District records of lot or property lines, land ownership and addresses as publically available.
- D) Research and establish tract boundaries by field survey, calculations and adjustments and needed to create property line CADD file.
- E) Survey for design and topographic mapping to create a TOPO base map CADD file.
- F) Investigate, observe and annotate survey of existing utilities as located and marked by Quality Level “C” Subsurface Utility Engineering (SUE) for visible above ground utility features that are correlated to existing utility records.. The Level will be performed per the standard of care guideline, *Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data*, CI/ASCE 38-02.
- G) Prepare a Survey Control Map including but not limited to illustrating in graphical format the Rights-of-Way, Existing Easements, Permanent and Temporary Easements, project control line including all points of inflection, permanent and temporary Horizontal Control/Vertical Control Bench Marks (3 point tie details),

coordinates of all horizontal/vertical control points and any other relevant data necessary to provide field parameters for construction. Survey Control Map shall be signed and sealed by the Registered Professional Land Surveyor responsible for the survey. Survey Control Map shall become part of the final construction documents.

- H) Prepare metes and bounds for utility easements, signed and sealed by an RPLS, (75 parcels anticipated).
- I) Easement Acquisition Services – **See attachment C.**

3. Geotechnical and Material Testing Services, SUE (Level A&B)

- A) Geotechnical - CONSULTANT shall submit a recommendation for the required Geotechnical and Material Testing Services required for the proposed improvement. The TOWN will obtain the selected/approved Geotechnical Firm under separate contract. CONSULTANT shall coordinate testing during the design phase and include testing schedule in the construction documents. Consultant will review all testing results and reports from the selected Geotechnical firm. Include test results –borings and recommendations in project manual.
- B) SUE – Level A&B – Subsurface Utility Exploration. CONSULTANT shall submit a recommendation for the Level's A or B of Subsurface Utility Exploration Services for the proposed improvement, prior to commencing said work. Work shall conform to the Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, CI/ASCE 38-02. The Consultant shall provide needed SUE information in the design and construction drawings. (Level of investigation will be determined based on Project requirements and proposed construction activities). **See attachment D.**

4. Permitting Services

- A) CONSULTANT shall be responsible for notifying the TOWN regarding any required permitting regulations imposed by any agency. At the TOWN's request the CONSULTANT will prepare any necessary documentation, drawings, overlays, base maps, etc. required to receive said permit(s). CONSULTANT to provide for ADA inspections.
- B) CONSULTANT may be required to work in conjunction with other agencies requiring permits. TOWN shall be notified and fully involved with the preparation of Scope of Services, associated fee negotiations and preparation of required plans, specifications and estimates for the agency in conjunction with the Project.

5. Public Involvement Services

- A) Public Meetings and Information. As directed by the Town of Addison CONSULTANT shall prepare necessary materials for use by the TOWN at public meetings. The CONSULTANT may need to attend public meetings, including Town meetings, Council Meetings, etc. All contact with citizens shall be in a courteous and honest manner. All contacts with citizens shall be documented and provided to TOWN as soon as practical after the contact has been made. If necessary, CONSULTANT shall discuss the issue raised by citizens with TOWN for a determination of how the issue should be addressed.
- B) Public Outreach Media. The CONSULTANT shall also propose a format and the media for regular interaction and notifications to the Public. This shall be proposed as a separate line item to be approved and exercised by the TOWN.
- C) Reimbursable costs, such as color prints, renderings, copies, mail outs, etc. will be billed at cost.

CONSTRUCTION PHASE SERVICES

1. Bid Services – 2 bids, Phase 1 and Phase 2

- A) Pre-Bid Meeting. CONSULTANT shall attend the Pre-Bid Conference with TOWN representatives and prospective bidders prepare a sign-in sheet, and Pre-Bid Conference Minutes, prepare and issue addenda as appropriate to clarify, correct, or change the bidding documents.
- B) CONSULTANT shall prepare and issue addenda as appropriate to clarify, correct, or change the bidding documents.
- C) Bid Tabs. CONSULTANT shall attend the formal opening of bids and tabulate and furnish to TOWN an original CD with .xls file, and five (5) copies of the bid tabulation together with written recommendation regarding the award of the contract within seven (7) calendar days of receiving the bid documents from the TOWN. The recommendation for award should include contractor's past performance, experience and competence.

2. Construction Services

- A) Pre-Construction Meeting. CONSULTANT shall attend and participate at a Pre-construction Conference with the representatives of the TOWN and the Contractor.
- B) Staking. CONSULTANT or CONSULTANTS SUB CONTRACTOR shall perform a onetime pre-construction staking of the control points and any other relevant data necessary to provide field parameters for construction.

- C) Utility Relocation Pre-construction Staking. Limits of Rights-of-Way/Easements shall also be flagged – construction contractor will be responsible for all subsequent staking.
- D) Periodic Site Visits. CONSULTANT shall make periodic visits to the site to observe as an experienced and qualified design professional the progress and quality of the executed work, and to determine in general if the work is proceeding in accordance with the plans and specifications and submit brief, written reports relating to such visits; CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. CONSULTANT shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor or the safety precautions and programs incident to the work of the Contractor. CONSULTANT's efforts will be directed towards providing CONSULTANT's professional judgment to TOWN that the completed Project will conform to the plans and specifications. CONSULTANT shall not be responsible for the failure of the Contractor to perform the construction work in accordance with plans and specifications and the Contractor's contract. However, CONSULTANT shall report to TOWN any deficiencies in the work actually detected by CONSULTANT. If more than two (2) visits are required in any one month, compensation may be requested as stated under Construction Phase Additional Services.
- E) Record Drawings. After completion of the work, and before final payment to the Contractor, it shall be TOWN's responsibility to require (through contract documents prepared by CONSULTANT) a set of "Record Drawings" from the Contractor, who has control of the work and who is in a position to know how the Project was constructed. CONSULTANT, after receiving this information, shall transfer the information to the approved drawings as "Record Drawings" or documents for TOWN's permanent file. Record Drawings and documents shall also be provided to the TOWN electronically in Adobe Acrobat PDF format.

TOWN shall not hold CONSULTANT liable for the information supplied by the Contractor.

3. Construction Phase Optional Services

- A) The CONSULTANT shall propose an hourly rate for the following Construction Phase Additional Services and must be authorized prior to performing such services:
 - 1) Progress Meetings. Attendance and participation in weekly or monthly progress meetings as required.
 - 2) Submittal Reviews. After Contractor's approval, CONSULTANT shall review and take appropriate action (approve with modifications, reject, etc.) upon the

Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to minimize delay. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- 3) TOWN will require the CONTRACTOR to submit to CONSULTANT any request for additional information (RFI) requests. The CONSULTANT shall review and deliver to the TOWN its written recommendation regarding the RFI. It is anticipated that there will be two (2) RFIs per month during the project. RFI deemed to be due to inconsistencies in the design documents will not be counted in the estimated number of RFIs in the contract.
- 4) Substitutions. CONSULTANT shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
- 5) Testing Reports. CONSULTANT shall receive and review certificates of inspections, testing (to include Field, Laboratory, Shop and Mill testing of materials), and approvals required by laws, rules, regulations, ordinances, codes, orders or the specifications to determine generally that the results certified substantially comply with the specifications. CONSULTANT shall also recommend to TOWN special inspection or testing when deemed necessary to assure that materials, products, assemblages and equipment conform to the design concept and the specifications.
- 6) Equipment Startup. CONSULTANT shall observe the initial startup of the Project and the necessary performance tests required by the specifications of any machinery or equipment installed in and made a part of the Project. CONSULTANT shall advise the TOWN representatives if in CONSULTANT's opinion the machinery or equipment is not operating properly and make recommendations for corrections of perceived problems.
- 7) Inspections. CONSULTANT shall perform in company with TOWN representative(s) a "conditional approval" and a "final" inspection of the Project to observe any apparent defects in the completed construction with regard to conformance with design concept and intent of the specifications, assist TOWN in consultation and discussions with Contractor(s) concerning such deficiencies, and make recommendations as to replacement or correction of the defective work.
- 8) Traffic Signals. CONSULTANT shall coordinate with the TOWN any signal timings on new or existing signals for temporary and permanent conditions within the Project limits which are needed due to construction phasing or removal of signal detection.

- 9) Warranties and Bonds. TOWN will require the Contractor to submit to CONSULTANT who shall review and deliver to the TOWN manufacturer's warranties or bonds on materials and equipment incorporated in the Project for which such warranties or bonds were required by the specifications.
- 10) CONSULTANT shall review and assist in the development at the request of the TOWN, any changes, alterations or modifications to the Project that appear to be advisable and feasible and in the best interest of the TOWN. CONSULTANT shall be cognizant that any such change may affect one or more of the various utilities and every effort shall be made to avoid creating a conflict because of the change. At the direction of TOWN's REPRESENTATIVE, CONSULTANT shall obtain the Contractor's price of the proposed alteration prior to submitting it to Town for its approval. No work shall be authorized by CONSULTANT prior to receipt of TOWN's approval of the "Field Alteration Request." It should be anticipated that there will be no more than 5 modifications to the project. Modifications deemed to be due to inconsistencies in the design documents will not be counted in the estimated number of modifications in the contract.
- 11) Additional site visits as approved by the TOWN or the TOWN's Representative.
- 12) CONSULTANT will review and report on the contractor's monthly pay estimates.

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SCOPE OF SERVICES:

TBG will provide services in seven (7) basic scope tasks, with an eighth optional task, as follows:

BASIC SERVICES

TBG's basic services will consist of the following tasks: (1) Project Schedule, Invoicing and Kick-off Progress Meetings, (2) General Project Design Parameters, (3) Preliminary Submittal Package (Visioning and Planning Study), (4) Schematic Submittal (Landscape Architecture Schematic Design), (5) Interim Submittal (Landscape Architecture Design Development), (6) Final Submittal (Landscape Architectural review of HA Construction Documents), (7) Construction Task Services. This project is scoped to provide two (2) complete bid and construction package.

TASK ONE: PROJECT SCHEDULE, INVOICING, KICK-OFF AND PROGRESS MEETINGS

TBG will, as part of Task One, provide the following services as part of our base contract:

- A. Work with HA in scheduling the project and in-house workload
- B. Work on a monthly basis under the invoicing standards for HA to invoice TBG's services on a timely basis
- C. TBG will attend Kick-off meetings per phase as requested and weekly project meetings at HA offices or the Town of Addison. TBG will document weekly meetings and presentations for their scope of work and send to HA to be included in the meeting minutes.

TASK TWO: GENERAL PROJECT DESIGN PARAMETERS AND CRITERIA

TBG will, as part of Task Two, provide the following services as part of our base contract:

- A. During each landscape architectural task, TBG will provide an opinion of probable cost for TBG's scope. This opinion of cost will be for Tasks Four and Five. After Task Five, HA's landscape architects will take over the responsibility for cost estimation.
- B. During the course of the project, TBG will make regular site visits to review the proposed design based on the existing field conditions. These site visits will also be to coordinate and review the proposed design in the field with

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the Client. TBG has assumed ten (10) working site visits during the planning and design tasks (Tasks Three, Four and Five).

TASK THREE: PRELIMINARY SUBMITTAL PACKAGE (PLANNING AND VISIONING STUDY)

TBG will, as part of this task, complete an in-depth analysis of the corridor. The analysis will provide the basis for planning studies and determination of future land use scenarios. Analysis and subsequent studies will be based on HA utility routing and visioning concepts, with the goal to create a signature roadway image for the Town of Addison. To accomplish the above scope, TBG will provide the following services:

- A. Review available existing pertinent data, provided by the Town, in the form of base maps, aerial photographs, engineering information and controls, planning reports and projections
- B. Visit the project site, walk the entire corridor, and become familiar with overall characteristics and relationship to the surrounding area. Create a photo documentation of potential constraints and possibilities
- C. Meet with the project team to review site observations and the photo documentation and discuss the general range of development opportunities and expectations
- D. Assist HA in the identification of proposed utility corridors within or outside the Belt Line Road corridor
- E. Based on the utility corridors documented by HA, TBG will then analyze each route and the impacts upon future and existing development and land use patterns. This analysis will include a review of the following:
 1. Planning Factors:
 - a. Property / lot configurations
 - b. Relationships to adjoining land and parcels
 - c. Ingress/egress potential to the corridor and major developments
 - d. Easements and zoning controls
 - e. Existing development on and adjacent to the corridor
 - f. Views, visual characteristics and scenic factors
 - g. Utility location, availability and easements (in conjunction with the City/Civil Engineer)
 - h. Recreation and open space
 - i. Pros and cons of planning options based on future development trends (market data / study not included)
 - j. Potential pedestrian and vehicular connections to the surrounding development.
 2. Natural Factors:

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- a. Topography, slopes and orientation
 - b. Hydrology, drainage patterns and flood plain extent
 - c. Tree cover and vegetation
 - d. Climate and wind factors.
- F. TBG will summarize significant data from the above in the form of composite sketch plan(s) and diagrams to indicate the planning and environmental opportunities and limitations of the site.
- G. Based on the utility routing and planning factors, TBG will look to create a unique Vision for the public realm along the corridor. This vision will begin to establish the image of the corridor in coordination with Addison's goals and objectives and will be based upon the preferred utility routings determined by the team and documented by HA. For this task, TBG will provide the following:
- 1. Streetscape Concepts
 - 2. Landscape and Hardscape concepts
 - 3. Monumentation concepts
 - 4. Sidewalk and Trail linkages
 - 5. Intersection design options
 - 6. Site Amenity Concepts: Bus Stops, seating nodes, etc....
- H. TBG will prepare this vision in the form of plans, sections and up to five (5) perspectives for presentation to the Client. Perspective views will be reviewed with the Client prior to final color rendering.
- I. TBG will assemble all plans, sections and perspectives into a unified format for presentation to the Client.
- J. TBG will present all materials and revise and refine the concepts based on the Client's direction.

TASK FOUR: SCHEMATIC SUBMITTAL (30% DESIGN PACKAGE)

- A. TBG will work with HA to develop a 30% Design Package for the landscape architectural improvements, to include the following:
- 1. Planning Study Document from the above with recommendations and development alternatives based on the chosen utility routing
 - 2. Overall design plan for the Belt Line Road corridor (color rendered with plan enlargements)
 - 3. Schematic design layout and intent for Streetscape and Intersections
 - 4. Schematic design layout for walks and trail connections
 - 5. Schematic design for monuments, signs, bus stops, seating nodes, and associated site furnishings and amenities
 - 6. Schematic planting design, showing plant material massing and bed forms

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7. Aforementioned tasks will include graphic plans, sections and perspectives (5) to convey design intent of the corridor.
 8. Schematic Design presentation will be documented in In-Design for electronic transmittal to the Client.
 9. TBG will prepare and revise Opinion of Probable Cost.
 10. TBG will present schematic submittal to the Town in coordination with HA.
 11. TBG will revise and refine based on the Town's comments.
- B. Deliverables will include one (1) PDF set and one (1) set of the 30% Design Package for review to HA and the Town.

TASK FIVE: INTERIM SUBMITTAL (60% DESIGN PACKAGE-DESIGN DEVELOPMENT)

- A. TBG will work with HA to develop a 60% Interim Submittal (Design Development) Package which will include the following:
1. Refinement of the general hardscape and landscape plan to coordinate with the alignment of the roadway and utility corridor(s)
 2. Development of site specific design details for entryway, signage and monuments
 3. Refinement and update of layout for walks and trails
 4. Refinement and update of layout and intent for Streetscape and Intersections
 5. Refinement and update of landscape plans, showing specific material, size and location
 6. Development of a main irrigation plan and methodology of irrigation system, showing irrigation zones
 7. Layout and selection of fixture types for landscape lighting
 8. Develop 60% cost estimate for landscape, signage and hardscape
 9. Aforementioned tasks will include selection of materials and finishes.
 10. Graphic presentation to the Town and handoff set to HA in graphic and AutoCAD format
 11. Revise and refine Opinion of Probable Cost
 12. Present Interim submittal to the Town
 13. Revise and refine based on the Town's comments.
- B. Deliverables will include one (1) PDF set and one (1) hardcopy of the 60% Interim Submittal for review to HA and the Town.
- C. Task Five will culminate in the handoff of design documents to HA, for their use in preparing final bid and construction documents. TBG will assume a review role to ensure continuity of design intent for all subsequent tasks.

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TASK SIX: FINAL SUBMITTAL (100% PACKAGE) (HA HANDOFF)

- A. After approval of the 60% submittal, TBG will continue to coordinate with HA to review the final 100% submittal to the Town. TBG will work only in a review capacity during this task. It is estimated TBG will coordinate and review the development of the Final Design Package at 16 hours per week during this task.
- B. HA will complete the following plans and specifications for bid and construction:
 - 1. Landscape plans with size, species, location, and details
 - 2. Irrigation drawings with main line routing, zone delineation, head layout, and specifications
 - 3. Hardscape, sidewalk, and trail plans
 - 4. Specific design details for entryway, signage and monuments
 - 5. Landscape lighting – if required
 - 6. Technical specification sections (Division 2 – 16 as necessary)
 - 7. Bid tabulations.
- C. TBG will attend all meetings during this task with HA and the Town that pertain to the corridor design to keep design consistency.

TASK SEVEN: CONSTRUCTION TASK SERVICES

During construction, TBG will perform the following services during construction.

- A. Attend pre construction meetings (2 maximum)
- B. TBG will make site visits as required or asked to by the Client during construction.
- C. Record drawings will be prepared by HA.

TASK EIGHT: CONSTRUCTION TASK OPTIONAL SERVICES

TBG can perform services during construction if requested and approved by the Client.

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Additional discussion of scope relative to deliverables, scope and spreadsheet items 1D1- 1D5.

- a) Title sheet and index – Provided per Addison example
- b) General notes – Edited standard notes provided by Addison plus discipline specific notes as needed
- c) Standard details – All applicable city and TxDOT standard sheets will be incorporated.
- d) Landscape – planting and irrigation sheets for approximately 2 miles of outer parkway areas including designated easements. Sheets will include layout, construction details, and planting/irrigation schedules.
- e) Duct Bank (Electrical) – After preferred route is selected in study phase, prepare plan and profile for approximately 12,000 linear feet of underground facilities. Identify all easement requirements as necessary for construction. Duct bank details, specifications, general notes and requirements shall be provided by ONCOR.
- f) Duct Bank routing – other overhead utilities – After preferred routes are established in study phase, prepare alignment layout sheets for use by affected franchise utilities (11,000 feet of layout only and 5,000 feet of design). Identify all easement requirements as necessary for construction.
- g) Continuous sidewalks, ADA compliance, bus stops, miscellaneous hardscape – Develop sidewalk layouts and grading, including retaining walls up to 2' in height where required. Provide for trail connectivity within 100' of Belt Line road ROW. Review all current sidewalk ramps for compliance, and design replacements using current standard details. Provide accessible routes along the corridor, repairing or replacing deficiencies encountered. Address bus stops, with standard treatments and furniture. Additional hardscape design includes street furniture and fixtures.
- h) Water and sewer lines – After overall lengths/sizes of replacement areas have been determined, provide plan profile and details as needed for construction. Approximately 6400 LF of 8"-24" water line replacement anticipated. Water and sewer appurtenances will be adjusted to finished grade using Addison standard details.
- i) Drainage, including SW3P – Initial drainage system evaluation in study phase will determine needed improvements to be constructed with the project.

Systems to be analyzed include those that parallel Belt Line Road for some part of their length as identified in the Town of Addison Conceptual Stormwater Master Plan prepared by Halff in 2012. As shown in the conceptual plan, storm sewer systems RAW K, RAW N and FBC A were identified as having deficiencies. Approximately 15 sheets of drainage plan/profiles, drainage area maps and computations are anticipated.

- j) Pavement overlay and markings, intersection enhancements – prepare overlay plans and details, using ultrathin bonded wearing course solution. Striping plans will address all newly paved areas, and several intersections could possibly receive enhanced treatments, such as pavers. Identify, quantify and detail failed areas of pavement that require repair prior to overlay.
- k) Traffic signal upgrades – Beltline and Quorum were updated in previous projects, Marsh and Business also are of more recent construction. Other intersections utilize older signal fixtures (Commercial, Surveyor, Runyon, Beltway, Addison/Inwood). Design upgrades for pole replacements only.
- l) Construction sequence and traffic control – Anticipate 2 plan sets will be prepared for improvements. Within each plan set we anticipate a 2 phase traffic control plan – 1 phase for utility work, 1 phase for landscaping and sidewalk work. The overlay TCP will utilize standard details for a single lane closure moving operation.
- m) Specifications – Develop standard and non standard edited specification items for all construction disciplines.
- n) Project manual – Edit the Town provided project manual for each project bid set.
- o) Bid form – Develop list of quantities for all pay items on the project.

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SERVICE REQUIREMENTS OF THE PROVIDER: Services shall include, but are not limited to the following activities based on acquisition of 75 utility easements:

- 1) Project Administration
 - A) Overhead Costs
 - a) All Administrative costs including salaries, travel, employee benefits, telephone, equipment, supplies, etc.
 - B) Communication
 - a) Attend monthly status meeting with appropriate ADDISON Staff.
 - b) Maintain current status reports of all parcel and project activities and provide weekly status reports to ADDISON Staff.
 - c) Provide schedule of all areas of work indicating anticipated start and end dates.
 - d) Prepare initial property owner contact list for use in distribution of Provider introduction letters.
 - C) File Management
 - a) Primary project and parcel files will be kept in the Provider's office.
 - b) Prepare invoices utilizing ADDISON standard payment submissions forms with supporting documentation. Supporting documentation requirements are determined by ADDISON Staff.
 - c) Maintain records of all payments including, but not limited to, check number, amount, date paid, etc.
 - d) Maintain copies of all correspondence and contacts with property owners.
 - D) Title and Closing Services (combined)
 - a) Secure preliminary title commitment or preliminary title search, and 5-year sales data from Title Company that will be providing title insurance.
 - b) The charges from the Title Company for the preliminary title commitments will be paid by ADDISON and are not included in the Provider's negotiated fee schedule.
 - c) Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. The charges from the Title Company for the update of the title commitment will be paid by ADDISON and are not included in the Provider's negotiated fee schedule.
 - d) Secure title insurance for all parcels acquired, insuring acceptable title to ADDISON. Written approval by ADDISON required for any exception. The charges from the Title Company for the title insurance will be paid by ADDISON and are not included in the Provider's negotiated fee schedule.
 - e) The curative services necessary to provide clear title to ADDISON is the responsibility of the Provider and is included in the negotiated fee

schedule for this service. Note: The Provider's curative services do not include costs/expenses that qualify as payment of incidental expenses to transfer real property to ADDISON.

- f) The Provider has the responsibility of direct contact with the Title Company to obtain an updated title commitment along with other forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from ADDISON Staff.
 - g) The Provider provides closing services in conjunction with the Title Company and will attend closings as necessary.
 - h) Any fee related to obtaining certified court documents and fees for recording same which are not collected at the closing of the parcel shall be direct pass through fees at the exact cost supported by ADDISON court house receipts. No administrative fee, management fee, service fee or profit to the Provider will be paid.
 - i) Provider shall cause the recordation all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to ADDISON for acceptance prior to recording. The cost of the recording fees and filing fees are paid by ADDISON and are not included in the Provider's negotiated fee schedule.
- E) Initial and Update Appraisal Service (Not in contract – provided separately by Town)
- a) Appraiser will provide advance notice of the date and time of their appraisal inspections to the Provider's Project Manager.
 - b) Secure written permission from the owner to enter the property from which real estate is to be acquired. If, after diligent effort, the appraiser is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained in writing from ADDISON. Maintain permission letters with appraisal reports.
 - c) Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel using acceptable ADDISON forms.
 - d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
 - e) For the initial appraisal, prepare complete appraisal report for each parcel to be acquired utilizing ADDISON Forms as applicable. These reports shall conform to ADDISON policies and procedures along with the Uniform Standards of Professional Appraisal Practices as promulgated by the Appraisal Foundation.
 - f) For an updated appraisal, prepare complete appraisal update for the parcel to be acquired utilizing ADDISON Forms. These reports shall conform to ADDISON policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
 - g) As necessary, prepare written notification to ADDISON of any environmental concerns associated with the drainage easements and

temporary construction easements to be acquired, which could require environmental re-mediation.

- h) As necessary, the appraiser will coordinate with the review appraiser regarding revisions, comments, or additional information that may be required.
 - i) The fees for initial and updated appraisal assignments are based on separate appraisal assignments with the fee for each assignment based on the Provider's Fee Schedule.
 - j) Beyond delivery of initial and updated appraisal assignments, the appraiser can be called to provide preparation and testimony for a Special Commissioners Hearing. For this appraisal assignment, the fee for the preparation time and testimony must be based on the hourly rate shown in the Provider's Fee Schedule.
- F) Appraisal Review Service (Not in contract –provided separately by Town)
- a) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached, compliance with ADDISON policies and procedures and the Uniform Standards of Professional Appraisal Practices.
 - b) Prepare and submit to ADDISON Office the completed "Tabulation of Values", for each appraisal.
 - c) The fees for the review of an initial and updated appraisal are based on separate appraisal review assignments with the fee for each review assignment based on the Provider's Fee Schedule.
 - d) Beyond delivery of the review appraisal of the initial and updated appraisal documents, the review appraiser can be called to provide preparation and testimony for a Special Commissioners Hearing. For this appraisal assignment, the fee for the preparation time and testimony must be based on the hourly rate shown in the Provider's Fee Schedule.
- G) Negotiation Services
- a) Analyze preliminary title report to determine potential title problems, propose and inform ADDISON Office of methods to cure title deficiencies. This includes analysis of access easements.
 - b) Analyze appraisal and appraisal review reports and confirm ADDISON's approved value prior to making offer for each parcel.
 - c) Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
 - d) Prepare the initial offer letter, memorandum of agreement, instruments of conveyance, and any other documents required or requested by ADDISON on applicable ADDISON forms.
 - e) The written offer, appraisal report and required brochures must be sent to each property owner or the property owner's designated representative through CMRRR. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing. Retain copies of the unsigned CMRRR receipt and the appraisal.

- f) Respond to property owner inquiries verbally and in writing within two (2) business days.
 - g) Prepare a separate negotiator contact report for each parcel.
 - h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
 - i) Advise property owner of the Administrative Settlement process. Transmit to ADDISON Office any written counter offer from property owners including supporting documentation, and Provider recommendation with regard to Administrative Settlements in accordance with ADDISON policy and procedures.
 - j) Prepare and mail the documents of conveyance by CMRR.
 - k) Appear and provide Expert Witness testimony as a Provider when requested.
 - l) Issue Property Owner's Survey form to the property owner.
- H) Condemnation Support Services (Pre-Hearing Support)
- a) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.
 - b) Prepare, if applicable, Bisection, Drainage Easement, Access Easement, and Temporary Construction Easement clauses for the original set of Legal Descriptions supplied by ADDISON.
 - c) Use the information from the Title Commitment to join all interested parties. Spouses of owners must be joined.
 - d) Prepare a packet containing 2 copies each of the following documents: ADDISON Condemnation Form, Commitment, Negotiator's Reports, Appraisal Acknowledgment, Pre-appraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, one original copy of the appraisal report, and any real property records which are relevant to any unusual joiner or service issue. Submit packet to ADDISON Office for preparation of the Petition for Condemnation.
 - e) Upon receipt of concurrence for the Appraisal Witness, request the update appraisal.
 - f) Upon receipt of packet prepared by ADDISON Attorney's Office which will include Petition for Condemnation, Lis Pendens, Order Appointing Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, the Acquisition Provider will file the original petition with the Denton County Probate Court or other appropriate Court for a cause number to be assigned.
 - g) File the Lis Pendens including the cause number with County Clerk's Office.
 - h) Send a copy of the condemnation petition to the Title Company and request an updated title commitment. The Title Company needs to make sure the appropriate parties were named in the petition and that no changes in title have occurred. The actual cost charged by the Title

Company for the title commitment update will be paid by ADDISON and must not be included in the Providers proposed fee schedule.

- i) Upon assignment of a court, file the Order Appointing Commissioners with the judge, retaining a copy of the Order for the files.
 - j) Following appointment of Commissioners by the judge, secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.
 - k) File all originals with the court and send copies marked "copy" to ADDISON Office and ADDISON Attorney.
 - l) If the updated appraisal does not change in value, set the date and time for the Special Commissioners Hearing. If there is an increase in value, the Provider will prepare the revised and final offer and send it to the appropriate parties by CMRRR.
 - m) Send a written notice to ADDISON Office so that a conference room or court room may be reserved for the hearing.
 - n) Coordinate the hearing date with ADDISON Attorney, Appraiser, ADDISON Representative, three Commissioners, and a court reporter.
 - o) Coordinate a Pre-Hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with ADDISON Attorney, Appraiser, and Office.
 - p) After the Hearing is set, serve Notices of Hearing to the indicated parties at least twenty-one (21) days prior to the Special Commissioners Hearing. If it is necessary to join a federal agency, be advised that they have an additional sixty (60) days after service of the Hearing to prepare. The scheduling of the Hearing must allow for this additional time.
 - q) Once the notices have been served, file the original notices with the court and send copies stamped "copy" to ADDISON Office and ADDISON Attorney.
 - r) Send a reminder letter 2-3 weeks in advance to ADDISON Attorney, appraiser, three commissioners, court reporter, and ADDISON Office concerning Hearing dates.
- l) Condemnation Support Services (Post Hearing Support)
- a) For the hearing, prepare Hearing Summary Form and commissioners time sheets and submit to ADDISON Office.
 - b) Obtain the signatures of commissioners on four (4) duplicate originals of the Award of Commissioners and file one with the court for the judge's signature within 48 hours of the Hearing. Have court clerk file-mark the four duplicate originals and retain three.
 - c) Give timesheets to Judge. The Judge determines the amount paid to the Commissioners.
 - d) Obtain and distribute 3 signed and file-marked copies of the Award as follows:
 - 1. One file-marked copy to the title company with a request for a commitment.

2. One file-marked copy to the ADDISON Attorney.
 3. One file-marked copy (or certified copy) to ADDISON Office with the previously obtained Commitment to request submission for each commissioner's fee.
- e) Send the Commitment and the file-marked Award to ADDISON Office and ADDISON Attorney.
 - f) File ADDISON check in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. Note - The Date of Deposit is the Date of Take.
 - g) Take photograph of the interest to be acquired on the day of deposit.
 - h) Send written notices of the date of deposit to ADDISON Office and all interested parties.
 - i) Appear as Expert Witness as requested. Sub-Providers must also appear as Expert Witnesses as requested.

SERVICE REQUIREMENTS OF ADDISON: Services shall include, but are not limited to the following activities.

- 1) Assurance of Project Release.
- 2) Provide an approved Right of Way Map.
- 3) Provide timely reviews and approval of submissions.
- 4) Provide all necessary standard forms and brochures.
- 5) Process and issue all checks for payment of approved purchase prices for each parcel and incidental expense involved in the transfer of property to ADDISON in accordance with County/State law.
- 6) Provide final approval for all appraisals.
- 7) Provide a copy to the Provider of their performance evaluation when completed.
- 8) May conduct surveys of property owners and Displacees to determine quality of performance by the Provider.
- 9) Initiate, coordinate, and administer environmental investigation surveys.
- 10) Will pay direct cost charged by the Title Company for preliminary title commitments, update title commitments and title insurance for all parcels assigned in the work authorization.
- 11) Will pay direct cost of incidental expenses required to transfer real property to ADDISON, fees related to obtaining certified court documents, fees for recording court documents, filing the petition in eminent domain cases and any other recording fees for all original instruments.



TOWN OF ADDISON
BELTLINE ROAD UNDERGROUND ELECTRICAL PROJECT

SUBSURFACE UTILITY ENGINEERING (SUE) SCOPE OF SERVICES
(Exhibit A)

SECTION 1 – GENERAL

A. LOCATION AND DESCRIPTION OF PROJECT

This scope of work will be for Halff Associates, Inc., a Texas corporation (“Halff”) to perform Subsurface Utility Engineering (SUE) services along the Beltline Road corridor from Marsh Lane to the Dallas North Tollway (the “Project”) for the Town of Addison (the “Town”) in support of the Engineering and Surveying Design Contract. This work is anticipated to proceed on an accelerated schedule due to the critical nature of the design schedule.

SECTION 2 – SCOPE OF SERVICES

A. SUE SERVICES

1. Subsurface Utility Engineering

- i) Halff will perform SUE in accordance with ASCE CI/ASCE 38-02 “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.” This standard defines the following Quality Levels:

Quality Level A: Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents.

Quality Level B: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality Level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.

Quality Level C: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level D information.

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Quality Level D: Information derived from existing records or oral recollections.

- ii) Locating (Vacuum Excavation) – Level A: Up to twenty (20) test holes will be performed on the various utilities as identified by the Town. Halff will dig an approximately 12" x 12" test hole, record the depth, take a digital picture of the identified utility and the tape measurement between the utility and the top of the ground, backfill and compact the hole, and restore the surface to its original condition. An iron rod with cap or "x-cut" will be set to mark the location of the test hole. Halff will make a good faith effort to locate all utilities, but shall be compensated for work performed even if the utility is not located.
- iii) Designating – Level B: Halff will designate up to 100,000 linear feet of utilities, if tonable and/or accessible, in support of the proposed utility designs using geophysical prospecting equipment and reference to established survey control. Designating (Quality Level B) Services are inclusive of Quality levels C and D.
- iv) SUE Field Manager/Professional Engineer: A SUE Field Manager will be on-site for a portion of this project for field crew supervision, field quality control, and coordination with on-site personnel. A Professional Engineer will be responsible for QA/QC, management of the contract, sealing the final deliverables and coordination with the project team.
- v) Traffic Control: Halff will provide routine/ordinary traffic control consisting of cones and free-standing signage for this project. It does not include lane closure(s), flag person(s), arrow board(s) and changeable message board(s). Halff will use standard Texas Manual on Uniform Traffic Control Devices (TMUTCD) traffic control details.

SECTION 3 – SUMMARY OF DELIVERABLES

- A. The Engineer shall provide the following:
 - 1. Two (2) signed and sealed sets of 11 inch x 17 inch colored drawings depicting all utility information collected.
 - 2. Two (2) sets of 8 1/2-inch by 11-inch copies of Halff test hole data forms, signed and sealed by a registered professional engineer depicting the utility information collected.
 - 3. Two (2) CDs containing electronic Microstation (DGN) files in US feet (2D) format, .pdf format, and scanned record information in .pdf format if received from each utility.

SECTION 4 – TOWN DIRECTED SCOPE OF WORK

Services not identified, whether specifically noted or implied, in this proposal are considered additional services and may require a modification to the scope and an increase in the budget.

- A. Preparation and implementation of Traffic Control Plans other than listed in the scope of services.
- B. Obtaining permits or fees.

TOWN OF ADDISON
BELTLINE ROAD UNDERGROUND ELECTRICAL PROJECT

SUBSURFACE UTILITY ENGINEERING (SUE)

FEE ESTIMATE (Exhibit B)

I. DESIGNATING SERVICE (LEVEL B)				
Task	Estimated Quantity (LF)	Rate	Unit	Estimated Cost
Designating (Level B)	100,000	\$1.30	lf	\$130,000.00
Subtotal I:				\$130,000.00
II. LOCATING SERVICE (LEVEL A)				
Task	Estimated Quantity	Authorized Rate	Unit	Estimated Cost
Local Rate 0 ft. to 3.5 ft.		\$1,000.00	each	\$0.00
Local Rate 3.5 ft. to 10 ft.	20	\$1,250.00	each	\$25,000.00
Local Rate 10 ft. to 15 ft.		\$1,800.00	each	\$0.00
Local Rate 15 ft. to 20 ft.		\$2,250.00	each	\$0.00
Subtotal II:				\$25,000.00
<u>GRAND TOTAL:</u>				<u>\$155,000.00</u>

III. SCHEDULE:

Halff understands the critical nature of the design schedule, and will accomplish the SUE Level B scope of work in a 3 week intensive timeframe.

EXCLUSIONS

1. Geotechnical analyses
2. Structural design for gateway monuments, unknown scope at this time
3. Design of screening walls or non-standard retaining walls in excess of 3' high
4. Real estate appraisal services
5. Tunnel details, if tunneling methods are used
6. Pedestrian lighting plans, unknown scope at this time
7. Full time inspection
8. Changes during construction of previously approved designs
9. Site plan submittals for individual properties to gain variance approvals
10. CPM construction schedules
11. Computer generated 3 dimensional visualizations
12. Improvements within the Dallas North Tollway Right of Way

Council Agenda Item: #R12

AGENDA CAPTION:

Presentation, discussion, and consideration of approval authorizing the City Manager to enter into a contract with Legacy Contracting, L.P., dba Control Specialist Services, L.P. for annual maintenance of the Celestial and Surveyor Pump Stations and Kellway Lift Station in an amount not to exceed \$140,724.67.

FINANCIAL IMPACT:

A total of \$58,000 is available in the FY13 utility fund operations budget for maintenance of the Celestial and Surveyor Pump stations and Kellway Lift station. This amount will fund the preventative maintenance program for the remainder of the fiscal year.

BACKGROUND:

The Town's water distribution system consists of the Celestial Pump station which has five booster pumps and pump motors and the Surveyor Pump Station which has three booster pumps and motors. The sanitary sewer collection system includes the Kellway Lift station which has two booster pumps and motors. Most of the equipment for the water and sanitary sewer systems were installed between 1970 and 1992. Since that time most of the work performed on the equipment has been on a reactive basis rather than a scheduled maintenance program. This approach is not only costly but doesn't enable the Town to schedule repairs during a time when the system demands are low as opposed to the high demand period such as the summer months. In order to protect the life of the Town's water and sewer assets, it is important that a scheduled maintenance program be initiated. Such a program will better enable Town staff to identify and address potential issues in a planned, budgeted manner.

The proposed contract is a multi-year contract (base year with four 1-year optional extensions) that provides for inspection, testing, maintenance, repair and rehabilitation for the pumps, motors, electrical and SCADA equipment. The contract period tracks the Town's fiscal year (October - September) and provides allowances for the preventative maintenance program for Celestial, Surveyor and Kellway Lift stations and an allowance for non-repetitive

issues that are outside the scope of the preventative maintenance program. The cost to implement the preventative maintenance program for the remaining FY13 will not exceed \$58,000.

RECOMMENDATION:

Recommend approval.

COUNCIL GOALS:

Mindful Stewardship of Town Resources, Infrastructure improvement and maintenance

ATTACHMENTS:

Description:

-  [Pump Maintenance Recommendation letter](#)
-  [Pump Maintenance Fee summary](#)

Type:

- Cover Memo
- Cover Memo



R. H. Shackelford, Inc.

February 19, 2013

Lea Dunn
Deputy City Manager
Town of Addison
P.O. Box 9010, Addison TX 75001

**Subj: TOWN OF ADDISON RFP 13-05 - CELESTIAL AND SURVEYOR PUMP STATIONS
AND KELLWAY LIFT STATION ANNUAL MAINTENANCE PROJECT
AWARD RECOMMENDATION**

Dear Ms. Dunn,

Please accept the following information regarding the award recommendation for the subject project.

Recommendation: Legacy Contracting, L.P., dba Control Specialist Services, L.P. in the amount of \$140,724.67.

Background: The Town's water distribution center consists of the Celestial and Surveyor Pump Stations. The sanitary sewer collection system includes the Kellway Lift Station. The stations and equipment listed below require regular maintenance and inspections with specialized tools, equipment, and training.

Celestial Pump Station

- Booster Pumps #1, 3, & 5 (Ingersoll-Rand, Vertical Turbine Pumps, 7000 GPM)
- Booster Pump #2 (Ingersoll-Rand, Vertical Turbine Pump, 3200 GPM)
- Booster Pumps #4 (Ingersoll-Rand, Vertical Turbine Pump, 2000 GPM)
- Pump Motors #1, 3, 5 (US Electrical Motors, Vertical High Thrust, 500HP)
- Pump Motors #2 & 4 (US Electrical Motors, Vertical High Thrust, 125 HP)

Surveyor Pump Station

- Booster Pumps #1, 2, & 3 (Allis-Chalmers, Horizontal Split-Case Pump, 4000 GPM)
- Motors #1, 2, & 3 (Reliance, 250 HP)

Kellway Lift Station (0.95 MGD)

- Booster Pumps #1 & 2 (Fairbanks-Morse, Vertical Turbine Pumps)
- Pump Motors #1 & 2 (US Electrical Motors, 50 HP)

The RFP was developed for a 2-Phase Proposal with a multi-year contract (base year with four 1-year optional extensions) for inspection, testing, maintenance, repair, and rehabilitation for the pumps, motor, controls, electrical, and SCADA equipment. Annual extensions may be exercised at the discretion of the Town Staff with consideration of an economic adjustment based on an approved published pricing index.

The RFP was developed with the specific items to establish fixed unit bid prices for repetitive activities to include monthly, quarterly, and annual inspections, etc. Additional items were included for non-repetitive activities. The non-repetitive activities may be authorized by Town Staff as required for the sustained operations and service of the respective pump stations. The following is a summary of the items:

- **Repetitive Activities** – Monthly, Quarterly, Bi-Annual and Annual inspections and maintenance including inspections of pipes, fittings, leaks, vibrations, noise; pump seals and packing; electrical checks; grease fitting and packing; operate and check air; and
- **Non-Repetitive Activities** – Unscheduled inspections and troubleshooting, engineering and technical services, SCADA improvements and Pump/Motor Repair/Rebuild.

Proposal/Bid Information: Two proposals were received for the Phase 1 Qualification evaluation phase from Legacy Contracting, L.P., dba Control Specialist Services, L.P. and Schneider Electric Services. Both found to be fully qualified based on the criteria below and invited to submit Phase 2 Pricing information.

EVALUATION FACTORS	Points
Specialized Experience	35
Past Performance	15
Locality of the contractor for responsiveness and local business	5
Small Business Goals	5
Price Proposal	40
Total Points	100

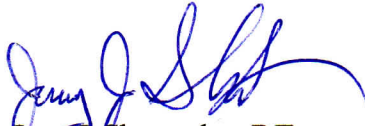
Both contractors responded with a Price Proposal. However, Schneider Electrical Services' proposal was not received by the required deadline in the RFP and therefore was returned to Schneider as required by the RFP and Town procurement rules.

Legacy Contracting, L.P.'s Phase 2 Price Proposal is presented below.

Contractor	Celestial Pump Station	Surveyor Pump Station	Kellway Lift Station	Non-Repetitive Tasks	Total Bid
Legacy Contracting, L.P.	\$24,444.00	\$26,007.00	\$27,807.00	\$62,466.67	\$140,724.67
Schneider Electric Services	Disqualified				
Note: The Non-Repetitive Total is based on estimated quantities with fixed unit cost. The tasks are presented as an Allowance to be used only with written authorization by Town Staff for the work. The contract also includes fixed coefficients/multipliers for unspecified materials as well as labor and equipment for emergency after hour repairs.					

Legacy Contracting, L.P. proposal was determined to meet or exceed all requirements with an outstanding track record with numerous local Governments and is recognized as one of the top pump and motor maintenance/repair contractors in the area. This is evidenced by the repeat business with the local governments and other clients. The proposal was considered fair, reasonable, and competitive based on independent estimates prepared by RH Shackelford, Inc. and therefore recommended for award of the contract.

Please feel free to contact me for any questions.



Jerry J. Shoemaker, P.E.
President

PUMP/MOTOR MAINTENANCE -- CELESTIAL PUMP STATION

Total For 12 Months Including Labor And Materials **\$ 24,444.00**

PUMP/MOTOR MAINTENANCE -- SURVEYOR PUMP STATION

Total For 12 Months Including Labor And Materials **\$ 26,007.00**

PUMP/MOTOR MAINTENANCE -- KELLWAY LIFT STATION

Total For 12 Months Including Labor And Materials **\$ 27,807.00**

SITE INVESTIGATION, ENGINEERING, TESTING, and PUMP/MOTOR REHABILITATION (ALLOWANCE)

Total For 12 Months Including Labor And Materials **\$ 62,466.67**

TOTAL: \$ 140,724.67

Bid Item	SITE INVESTIGATION, ENGINEERING, TESTING, and PUMP/MOTOR REHABILITAION						Unit Cost (\$)	Extended Cost (\$)
		*For use on testing or troubleshooting services not directly associated with other items within this proposal sheet						
1		Total Man-Hours (under 4 MH's) 4 hour minimum	6	EA			\$ 600.00	\$ 3,600.00
2		Total Man-Hours (Over 4 MH's)	160	HR			\$ 150.00	\$ 24,000.00
3		Engineering Technician Services per Hour for Repairs Exceeding 40 Hours	16	HR			\$ 225.00	\$ 3,600.00
4		Engineering Services by Licensed Texas Professional Engineer per Hour for Repairs Exceeding \$8000.00	16	HR			\$ 225.00	\$ 3,600.00
5		SCADA Allowance	1	EA			\$ 1,000.00	\$ 1,000.00
6		Pump & Motor Rebuild on 15 Year Cycle	10	EA			\$ 2,666.67	\$ 26,666.67
		*Note: Insufficient funds to perform pump and motor rebuild on year 1.						
							Total:	\$ 62,466.67
		EMERGENCY / AFTER NORMAL WORK HOURS COEFFICIENTS; requires written authorization by Town Representative						
7		Declared Emergency Coefficient (Weekdays 24 hour service); requires contractor crew/crews on site within 2 hours of notification and continuous work until traffic is adequately restored and all cables properly secured; coefficient to be applied as multiplier to all applicable unit cost	1.5	*	Standard time and 1/2			
8		After Hour Coefficient (5pm to 7am, weekends and holidays); requires contractor crew/crews on site within 2 hours of notification and continuous work until traffic is adequately restored and all cables properly secured; coefficient to be applied as multiplier to all applicable unit cost	1.5	*	Standard time and 1/2			
		CONTRACTOR MARK UP ON NEW ITEMS AND EQUIPMENT						
9		Individual Item from approved supplier (material only)	25	%				
10		Individual Item from approved supplier (equipment only)	25	%				

Bid Item	PUMP/MOTOR MAINTENANCE -- CELESTIAL PUMP STATION					
	Task	Qty	Units	Unit Price	Annual Price	
11	Visually Inspect Station				\$ -	
	Check packing on pumps				\$ -	
	Bearing temp on pump				\$ -	
	Amp and voltage check				\$ -	
	Check for leaks on GA valves				\$ -	
	Check sump pumps	12	EA	\$ 550.00	\$ 6,600.00	
12	Grease all fittings				\$ -	
	Grease packing				\$ -	
	Electrical connections check				\$ -	
	Heat camera				\$ -	
	Power distribution check				\$ -	
	Contacts and breakers check	4	EA	\$ 1,650.00	\$ 6,600.00	
13	Operate valves				\$ -	
	Piping inspection	2	EA	\$ 1,650.00	\$ 3,300.00	
14	Balance and vibration test				\$ -	
	Replace packing				\$ -	
	Check valve inspection				\$ -	
	GA Valve Rebuild	1	EA	\$ 7,944.00	\$ 7,944.00	
Total:					\$ 24,444.00	

Maintenance Time Units Pump Cycle Time Units

2.6 Hrs

3.33 Hrs

8 Hrs

8 Hrs

32 Hrs

Notes

Multi lin Calibrations every 3 years

Must be sent in to factory

Offsite repairs will be based on

hourly rate and estimate

Bid Item	PUMP/MOTOR MAINTENANCE -- SURVEYOR PUMP STATION					
	Task	Qty	Units	Unit Price	Annual Price	
15	Visually Inspect Station				\$ -	
	Check packing on pumps				\$ -	
	Bearing temp on pump				\$ -	
	Amp and voltage check				\$ -	
	Check for leaks on GA valves				\$ -	
	Check sump pumps	12	EA	\$ 550.00	\$ 6,600.00	
16	Grease all fittings				\$ -	
	Grease packing				\$ -	
	Electrical connections check				\$ -	
	Heat camera				\$ -	
	Power distribution check				\$ -	
	Contacts and breakers check	4	EA	\$ 1,200.00	\$ 4,800.00	
17	Operate valves				\$ -	
	Piping inspection	2	EA	\$ 1,200.00	\$ 2,400.00	
18	Balance and vibration test				\$ -	
	Replace packing				\$ -	
	Check valve inspection				\$ -	
	GA Valve Rebuild	1	EA	\$ 12,207.00	\$ 12,207.00	
Total:					\$ 26,007.00	

Maintenance Time	Units	Pump Cycle Time	Units
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2.6 Hrs

2 Hrs

4 Hrs

8 Hrs

48 Hrs

Notes

Multi lin Calibrations every 3 years

Must be sent in to factory

Offsite repairs will be based on

hourly rate and estimate

Bid Item	PUMP/MOTOR MAINTENANCE -- KELLWAY LIFT STATION					
	Task	Qty	Units	Unit Price	Annual Price	
19	Visual Inspection				\$ -	
	Packing Seal Check				\$ -	
	Pump Bearing Temp				\$ -	
	Grease Packing				\$ -	
	Check Seal Boxes				\$ -	
	Amp and Voltage Check				\$ -	
	Check for leaks				\$ -	
	Sump pump inspection	12	EA	\$ 550.00	\$ 6,600.00	
20	Grease all fittings				\$ -	
	Electrical connections check				\$ -	
	Heat camera				\$ -	
	Power distribution check				\$ -	
	Contacts and breakers check				\$ -	
	Grease packing	4	EA	\$ 1,200.00	\$ 4,800.00	
21	Operate valves				\$ -	
	Piping inspection	2	EA	\$ 1,200.00	\$ 2,400.00	
22	Balance and vibration				\$ -	
	Oil Change				\$ -	
	Packing replacement				\$ -	
	Lubricate bearings				\$ -	
	Check valves inspect				\$ -	
	GA valves rebuild	1	EA	\$ 14,007.00	\$ 14,007.00	
Total:					\$ 27,807.00	

Maintenance Time Units Pump Cycle Time Units

2.6 Hrs 1.2 Hrs

4 Hrs

8 Hrs

40 Hrs

Notes:

Visual Inspection includes building exhaust system

Multi lin Calibrations every 3 years

Must be sent in to factory

Offsite repairs will be based on

hourly rate and estimate

Council Agenda Item: #ES1

AGENDA CAPTION:

Closed (executive) session of the City Council, pursuant to Section 551.071 of the Texas Government Code, to conduct a private consultation with its attorney(s) to seek the advice of its attorney(s) regarding certain pending litigation, to wit: *Town of Addison, Texas v. North Texas Contracting, Inc.*, Cause No. 12-6525-C, 68th Judicial District Court, Dallas County, Texas.

FINANCIAL IMPACT:

n/a

BACKGROUND:

n/a

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #ES2

AGENDA CAPTION:

Closed (Executive) session of the Addison City Council pursuant to Section 551.074, Texas Government Code, to deliberate the evaluation of the City Manager.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R1

AGENDA CAPTION:

Discussion and consideration of any action regarding certain pending litigation, to wit: *Town of Addison, Texas v. North Texas Contracting, Inc.*, Cause No. 12-6525-C, 68th Judicial District Court, Dallas County, Texas.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available